CONFIDENTIAL July 7, 2021

COMPELLED INTERVIEW OF OSCAR FURTADO

1	BY MS. HOULT:
2	Q. And you have already told
3	me from the direction we looked at 19.5 million
4	was paid to West Maroak or directed to West Maroak
5	by Adelaide Square Developments?
6	A. Correct.
7	Q. Okay. So the amount of
8	this loan is 19.8 million; correct?
9	A. Correct.
10	Q. Where did the other
11	\$300,000 go?
12	A. If you go to the previous
13	page, it was the previous
14	MR. MANN: Direction.
15	THE INTERVIEWEE:
16	direction. It was in the direction.
17	BY MS. HOULT:
18	Q. So we can pull up
19	Exhibit 11. On Exhibit 11, there is a \$300,000
20	payment to Goldmount Financial Group Corp. or a
21	directed payment to them from the assignment's
22	purchase price?
23	MR. MANN: I'm sorry, what is
24	the question, Ms. Hoult?
25	BY MS. HOULT:

CONFIDENTIAL July 7, 2021

COMPELLED INTERVIEW OF OSCAR FURTADO

1	275	Q. The demand loan signed
2	between ASD and th	e Go-To Spadina LP is for
3	19.8 million. 19.	5 million of that loan went to
4	Anthony Marek or h	is company. Where did the other
5	\$300,000 of that 1	oan go?
6		A. My understanding is it's
7	directed to Goldmo	unt Financial Group Corp.
8	276	Q. Why?
9		A. As I mentioned earlier,
10	because he brought	Anthony Marek to the table,
11	brokered the deal.	
12	277	Q. So you at Go-To Spadina
13	Adelaide LP agreed	to pay Goldmount \$300,000 for
14	doing that?	
15		A. Correct.
16	278	Q. Is there a written
17	agreement to that	effect?
18		A. I don't believe we put an
19	agreement in place	. It was an understanding that
20	that is what would	be his fee.
21	279	Q. If there was an
22	understanding s	orry?
23		MR. MANN: That that would be
24	his fee.	

BY MS. HOULT:

25

CONFIDENTIAL July 7, 2021

COMPELLED INTERVIEW OF OSCAR FURTADO

1	Q. Whose fee?
2	A. The owner of Goldmount
3	Financial Group Corp.
4	Q. Which is whom?
5	A. My understanding is it is
6	Alfredo Malanca.
7	Q. We can close Exhibit 11
8	and go back to the demand loan agreement. Just
9	looking at the interest provision which is on the
10	screen of Exhibit 12, the demand loan between ASD
11	and the Go-To Spadina Adelaide LP has fixed
12	monthly interest payments which escalate over the
13	course of the loan?
14	MR. MANN: Yes, it appears to
15	be that way.
16	BY MS. HOULT:
17	Q. And the interest payments
18	can be capitalized on top of the principal
19	outstanding amount?
20	MR. MANN: Say that
21	MS. HOULT: Pardon me,
22	Mr. Mann?
23	MR. MANN: You're reading the
24	interest portion of this document and I'm saying
25	you seem to be reading it correctly.

This is Exhibit "46" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Demand Loan Agreement

TO:

GO-TO SPADINA ADELAIDE SQUARE LP

("The Borrower")

FROM:

ADELAIDE SQUARE DEVELOPMENTS INC.

("The Lender")

Project Description

Spadina Adelaide project ("Adelaide Project") currently comprises of 13,854 square feet high-density mixed used development site currently improved with a six-storey office building and a parking lot located at the 355 Adelaide Street West and 46 Charlotte Street, Toronto, Ontario and legally described as Lots 3-4 and 25 Plan D160 Toronto, Part of Lots 5, 24 and 26 Plan D160 Toronto, as in CT70633, designated as Part 1 on Plan 64R-16307, CT70642, City of Toronto and Lots 1 and 2 Plan D160 Toronto, City of Toronto (the "Property"). The Borrower intend to redevelop the site with residential condominiums of 367,500 (approximately) square feet buildable area. ("The Project")

Borrower

GO-TO SPADINA ADELAIDE SQUARE LP

Lender

ADELAIDE SQUARE DEVELOPMENTS INC.

Principal amount

Nineteen Million and Eight Hundred Thousand Dollars (\$ 19,800,000.00) CAD ("The Loan") – Available by way of a single advance.

Amortisation

Not applicable - interest only loan

Purpose

Lender's funds to be used to reimburse the bridge equity loan received from an equity investor who deposited directly to lawyer's trust account for closing of Adelaide Project. The Lender reimbursed the funds directly to the equity investor and set up a receivable from the Borrower.

Interest

Monthly interest only payment of \$50,000.00 until 1 January 2020 after which monthly interest only payment becomes \$100,000.00 until 4 April 2023. At term, the Loan has an option to extend an additional one (1) year term at \$150,000.00 per month. The Lender shall allow any interest payments to be capitalized on top of the principal outstanding amount.

Terms

The loan is payable on demand. The Borrower may prepay all or any part of the principal amount outstanding herein at any time to the lender.

Date of advance

4 April 2019

Security

Upon an event of default without immediate cure (no later than five business days after written notice of default from the Lender to the Borrower) the Lender shall register an equitable charge on title to the Property in the amount of total principal and interest outstanding and shall have the option to notify all registered parties in priority to it of the registered security. The form of registered charge/ mortgage shall be on similar terms and template to the attached Acknowledgment & Direction ereg Charge/ Mortgage which forms as Schedule A to this Agreement

The Security shall be delivered to the solicitor for the Lender in registerable form on or before the Advance Date but shall remain in escrow until an Event of Default. Notwithstanding the foregoing, the solicitor for the Lender shall hold the security in escrow and will not register the Security unless an Event of Default (as defined in this Agreement) occurs without immediate cure

All of the standard Lender events of default shall be deemed included in the security documentation including but not limited to the following:

the failure by the Borrower to pay the Principal Amount on the Maturity Date or interest when it becomes due and payable, whether by acceleration or otherwise provided the Lender does not consent to adding the quarterly lump sum payment to the amount outstanding;

if the Borrower fails to perform or observe any of the covenants, terms, provisions or conditions contained in this Loan Agreement or in any of the Security or any other agreement between the Borrower and Lender;

any non-payment when due, default or breach of the loans, charges/mortgages, security interests and encumbrances granted or owed by the Borrower to the parties listed in Schedule "A" to this Loan Agreement, or any other agreement between the Borrower and such parties;

the bankruptcy or insolvency of the Borrower; the filing against the Borrower of a petition in bankruptcy which is not being defended by the Borrower; the making of an assignment for the benefit of creditors by the Borrower; the appointment of a receiver or trustee for the Borrower of any assets of the Borrower or the institution by or against or against the Borrower of any other type of insolvency proceeding under the *Bankruptcy Act* or otherwise which is not being defended by the Borrower;

the institution by or against of the Borrower of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding-up of affairs of the Borrower which is not being defended by the Borrower;

Events of Default

if the Borrower ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law;

if any execution, sequestration, extent or other process of any court becomes enforceable against the Borrower or if distress or analogous process is levied upon the assets of Borrower or any part thereof;

if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Borrower pursuant to or in connection with this Loan Agreement, the Security, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to Lender to extend any credit to or to enter into this or any other agreement with the Borrower, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against the Borrower; or if upon the date of execution of this Loan Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to Lender at or prior to the time of such execution;

if the Borrower is unable to or fails to obtain the necessary zoning and other governmental approvals and/or commence construction of the proposed condominium project by 4 April 2023 and the Lender refuses to consent to further one (1) year extension at a cost of twenty (20) percent per annum;

if the Lender believes in good faith and on commercially reasonable grounds, in their sole discretion, that the prospect of payment or performance of the Borrower of the Principal Amount, interest or any of the other obligations contained in this Loan Agreement or any other agreement between the parties are impaired or that any of the Security is or is about to be placed in jeopardy.

General

Notices. Any notice or other communication to be given hereunder to any of the parties hereto shall be in writing and may be given by delivery, or sent by facsimile or other similar means of electronic communication, or if postal services and deliveries are then operating, mailed by registered mail to such party at its address set out below or at such other address as such party may have designated by notice so given to the other parties hereto:

to the Lender, at: 222-154 Queen St. S., Mississauga, ON L5M 2P4

to the Borrower, at: 1267 Cornwall Rd #301, Oakville, ON L6J 7T5

Any notice or other communication shall be deemed to have been given, if delivered, on the date of delivery, or if sent by facsimile or other similar means of electronic communication, on the Business Day next following the date of sending, or if mailed by registered mail as aforesaid, on the third Business Day following the date of the mailing if postal service and deliveries are then operating.

Proper Law. This Loan Agreement shall be construed in accordance with and governed in all respects by the laws of the Province of Ontario.

Successors and Assigns. This Loan Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal personal representatives and successors, but may only be assigned with the prior written consent of the other party.

Counterparts. This Loan Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Loan Agreement.

Independent Legal Advice. The Borrower shall obtain independent legal advice with respect to the Loan Agreement and registration of the second mortgage secured against the Property. The Borrower understand their rights and obligations under this Loan Agreement and are signing this Loan Agreement voluntarily.

Dated at Toronto this 4th day of April 2019.

ADELAIDE SQUARE DEVELOPMENTS INC.

Per:

Name: Angelo Pucci Title: Director

I have the authority to bind the Corporation.

GO-TO SPADINA ADELAIDE SQUARE INC., IN ITS CAPCITY AS GENERAL PARTNER, ON BEHALF OF GO-TO SPADINA ADELAIDE SQUARE LP

JO-TO SPADINA ADELAIDE SQUARE EF

Name: Oscar Furtado

Title: President

I have the authority to bind the Corporation.

SCHEDULE A ACKNOWLEDGEMENT AND DIRECTION

TO:

ADELAIDE SQUARE DEVELOPMENTS INC.

AND TO:

Counsel on behalf of Adelaide Square Developments Inc.

RE:

355 Adelaide Street West and 46 Charlotte Street, Toronto, Ontario and legally described as Lots 3-4 and 25 Plan D160 Toronto, Part of Lots 5, 24 and 26 Plan D160 Toronto, as in CT70633, designated as Part 1 on Plan 64R-16307, CT70642, City of Toronto and Lots 1 and 2 Plan D160 Toronto, City of Toronto (the "**Property**")

This will confirm that:

- 1. The undersigned have reviewed the information contained on the document(s) attached hereto for identification purposes and confirms this information is accurate;
- 2. You are authorized and directed to register electronically on our behalf the following documents, copies of which are attached hereto for identification purposes:
 - (i) Charge/ Mortgage of the Real Property in favour of Adelaide Square Developments Inc. in the principal amount of \$19,800,000.00 principal amount and total interest outstanding as of date of registration TO BE REGISTERED IN THE EVENT OF DEFAULT WITHOUT CURE AFTER FIVE (5) DAYS NOTICE TO THE BORROWER;
- 3. The effect of the electronic Document(s) described in this Acknowledgment and Direction has been fully explained to the undersigned and understand that it is a party to and is bound by the terms and provisions of the electronic Document(s) to the same extent as if the undersigned had signed this Acknowledgment and Direction;
- 4. You are hereby authorized and directed to insert any information that may be required in the Document(s) that may not be available to you at the time of execution of this Acknowledgment and Direction;
- 5. You are hereby authorized to make any minor, non-material alterations that may be required to effect certification of the Document(s) by the Land Registry Office;
- 6. In the event of any investigation by the Director of Land Registration appointed under subsection 6(1) of the *Registry Act* (the "**Director**") regarding suspected fraudulent or unlawful activity or registration in connection with the Document(s), the undersigned hereby consents to you releasing to the Director a true copy of this Acknowledgement and Direction, upon request by the Director;
- The undersigned are, in fact, the party named in the electronic Document(s) described in this
 Acknowledgment and Direction and the undersigned have not misrepresented their identity to
 you; and
- 8. You are hereby authorized to rely on a telefaxed or electronically transmitted executed copy of this Acknowledgment and Direction as if it was an originally signed copy.

9. This document may be executed in multiple counterparts, each of which shall be deemed to be an original document and all of which shall constitute one document. All counterparts shall be construed together and shall constitute one and the same document.

DATED this 4th day of April 2019

GO-TO SPADINA ADELAIDE LP by its general partner GO-TO SPADINA ADELAIDE SQUARE INC.

Per:

Name: Oscar Furtado

Title: A.S.O.

I/We have authority to bind the Corporation

This is Exhibit "47" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024. LRO # 80 Charge By Partnership

Registered as AT5782428 on 2021 06 29 at 16:18

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

yyyy mm dd Page 1 of 2

Properties

PIN 21412 - 0150 LT Interest/Estate Fee Simple

Description LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT

1 64R16307, CT70642; CITY OF TORONTO

Address 355 ADELAIDE ST W

TORONTO

PIN 21412 - 0151 LT Interest/Estate Fee Simple

Description LT 1-2 PL D160 TORONTO; CITY OF TORONTO

Address 46 CHARLOTTE ST

TORONTO

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 GO-TO SPADINA ADELAIDE SQUARE INC.

Address for Service 1267 Cornwall Rd #301

Oakville, ON L6J 7T5

I, Oscar Furtado, ASO, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO SPADINA ADELAIDE SQUARE LP

Address for Service 1267 Cornwall Rd #301

Oakville, ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name ADELAIDE SQUARE DEVELOPMENTS INC.

Address for Service 222-154 Queen St. S. Mississauga, ON

L5M 2P4

Provisions

Principal \$19,800,000.00 Currency CDN

Calculation Period

Balance Due Date ON DEMAND

Interest Rate Payments

Interest Adjustment Date 2019 04 04

Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms

Insurance Amount Full insurable value

Guarantor

Additional Provisions

This charge is registered pursuant to a demand loan agreement between the Charge and the Chargee dated April 4, 2019.

Signed By

Shida Azari 150 Ferrand Drive #800 acting for Signed 2021 06 29
Toronto Chargor(s)
M3C 3E5

Tel 416-496-3340

LRO # 80 Charge By Partnership

Registered as AT5782428 on 2021 06 29 at 16:18

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

yyyy mm dd Page 2 of 2

2021 06 29

Signed By

Fax 416-497-3809

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

Submitted By

WILLIAM FRIEDMAN BARRISTER & SOLICITOR

150 Ferrand Drive #800

Toronto

M3C 3E5

Tel 416-496-3340 Fax 416-497-3809

Fees/Taxes/Payme	nt
------------------	----

Statutory Registration Fee \$65.30 Total Paid \$65.30 This is Exhibit "48" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,

Province of Ontario, for the Government of Ontario Ontario Securities Commission.

Expires March 22, 2024.

For Ministry Use Only À l'usage exclusif du ministère

Ontario

Ministry of Government Ministère des Services and Consumer Services gouvernementaux et des Services aux consommateurs Ontario Corporation Number Numéro de la société en Ontario

2648113

CERTIFICATE This is to bearing that these. Ceo certifie que les présents articles are elfective on

CERTIFICAT statuts entrent en vigueur le

APRIL 1 2 AVRIL, 2019

Lachara Duckitt

Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

ADTIC! E	2 02	AMENDMENT
AL HOPE	3 VI	- WINCH DIRECT
OTATI ITO		*****
SIAIUIS	UE	MODIFICATION
-		
	_	2.2

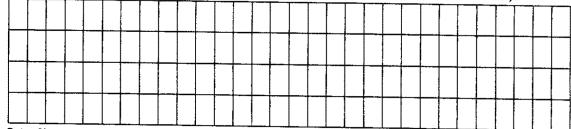
Form 3 **Business Corporations**

Formule 3 Loi sur les sociétés par actions

The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS) 1. Dénomination sociale actuelle de la société (écrire en LETTRES MAJUSCULES SEULEMENT) :

A	D	E	L	A	I	D	E	S	Q	U	A	R	E	D	E	V	E	L	o	P	M	E	N	Т	S	I
N	С																									
																						-				

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS) Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT) :



3. Date of incorporation/amalgamation: Date de la constitution ou de la fusion :

2018/07/30

(Year, Month, Day) (année, mois, jour)

Complete only if there is a change in the number of directors or the minimum / maximum number of directors. 4. Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: Nombre d'administrateurs : minimum and maximum number of directors is/are: nombres minimum et maximum d'administrateurs :

Number Nombre

5.

minimum and maximum minimum et maximum

ou The articles of the corporation are amended as follows: Les statuts de la société sont modifiés de la façon suivante :

or

To reorganize the capital stock of the Corporation as follows:

1. To delete the authorized but unissued Class "A" Preference Shares referred to in Section 6;

- 2. To delete the authorized but unissued Common Shares referred to in Section 6;
- 3. To create an unlimited number of Class "A" Common Shares;
- 4. To create an unlimited number of Class "B" Common Shares;
- 5. To create an unlimited number of Class "C" Common Shares; and
- 6. To create an unlimited number of Class "D" Common Shares.

SECONDLY

1. To delete the rights, privileges, restrictions and conditions attached to the unlimited Class "A" Preference Shares and the unlimited Common Shares referred to in Section 7, and to replace with the following:

The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation are as follows:

A. CLASS "A" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "A" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "A" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "A" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "A" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "A" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

B. CLASS "B" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "B" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Act, the holders of the Class "B" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada

as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "B" Common Shares to the exclusion of any other class or or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "B" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "B" Common share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

C. CLASS "C" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "C" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "C" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "C" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "C" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "C" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

D. CLASS "D" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "D" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "D" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "D" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "D" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "D" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

6.	The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the Busines Corporations Act.
	La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.

7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on i.es actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2019/04/10

(Year, Month, Day) (année, mois, jour)

These articles are signed in duplicate. Les présents statuts sont signés en double exemplaire.

ADELAIDE SQUARE DEVELOPMENTS INC.

(Print name of corporation from Article 1 on page 1) (Veuillez écrir le nom de la société de l'article un à la page une).

By/

(Signature)

FIRST DIRECTOR

(Description of Office) (Fonction) This is Exhibit "49" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024. Certificate No. CAC-1 From whom transferred Received Certificate No. For 11 Shares Shares Issued to Dated this day of Furtado Holdings Inc. No. Original Cortificate (year) No. Original Shares Dated April 15th. 2019 No. of Shares Transferred

(year)

CAC-1 No. INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO 11 **Shares** Adelaide Square Developments Inc.

This is to Certify that

is the registered holder of

CLASSA

COMMON

Certificate

Share

Furtado Holdings Inc.

11 Class A Common shares of

Adelaide Square Developments Inc.

The class or series of shares represented by this certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

- (i) the rights, privileges, restrictions and conditions attached to the said shares and, if applicable, to each class authorized to be issued and to each series insofar as the same have been fixed by the directors, and
- (ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series. if applicable.

LIEN ON SHARES. The Corporation may have a lien on the shares represented by this Certificate for any debt of the shareholder to the Corporation, if so provided by the articles or, if applicable, by the by-laws of the Corporation.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized

officers this

15th

day of

April.

2019

(year)

NO PAR VALUE

This is Exhibit "50" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

RESOLUTION OF THE BOARD OF DIRECTORS OF ADELAIDE SQUARE DEVELOPLMENTS INC.

(the "Corporation")

BE IT RESOLVED THAT:

I. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "A" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

FURTADO HOLDINGS INC.

2. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "B" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

AKM HOLDINGS CORP.

3. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "C" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

FIM HOLDINGS INC.

4. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Sixty Seven (67) Class "D" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

ANGELO PUCCI

5. The Corporation having received payment of the subscription price for the shares, which said shares be allotted and issued as fully paid and non-assessable and certificates issued evidencing ownership by the above-named subscriber, as follows,

FURTADO HOLDINGS INC. AKM HOLDINGS CORP. FIM HOLDINGS INC. ANGELO PUCCI ELEVEN CLASS "A" COMMON SHARES ELEVEN CLASS "B" COMMON SHARES ELEVEN CLASS "C" COMMON SHARES SIXTY SEVEN CLASS " D" COMMON SHARES **THE FOREGOING RESOLUTIONS** are hereby passed by the sole Director of the Corporation pursuant to the Business Corporations Act, as evidenced by his signature hereto.

DATED April 15 , 2019.

elo Pucci

This is Exhibit "51" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

ADELAIDE SQUARE DEVELOPLMENTS INC. (the "Corporation")

SUBSCRIPTION OF SHARES

TO THE BOARD OF DIRECTORS OF THE CORPORATION

The undersigned hereby subscribes for Eleven (11) Class "A" Common shares in the capital stock of the Corporation and agrees to pay, upon call by the Board of Directors, the sum of \$1.00 per share.

DATED this April 15, 2019.

FURTADO HOLDINGS INC.

Oscar Furtado A.S.O.

This is Exhibit "52" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

SPECIAL RESOLUTION OF THE SHAREHOLDERS OF ADELAIDE SQUARE DEVELOPMENTS INC. (the "Corporation")

WHEREAS the Corporation was incorporated by Certificate of Incorporation dated the 30th day of July, 2018 as Number 2648113 in the name of Adelaide Square Developments Inc.;

AND WHEREAS the Corporation is now desirous of amending its articles to reorganize the capital stock of the Corporation;

AND WHEREAS it is in the best interest of the Corporation to amend its articles;

NOW THEREFORE BE IT RESOLVED THAT:

To reorganize the capital stock of the Corporation:

FIRSTLY:

- 1. To delete the authorized but unissued Class "A" Preference Shares referred to in Section
- 2. To delete the authorized but unissued Common Shares referred to in Section 6;
- 3. To create an unlimited number of Class "A" Common Shares;
- 4. To create an unlimited number of Class "B" Common Shares;
- 5. To create an unlimited number of Class "C" Common Shares; and
- 6. To create an unlimited number of Class "D" Common Shares.

SECONDLY:

1. To delete the rights, privileges, restrictions and conditions attached to the unlimited Class "A" Preference Shares and the unlimited Common Shares referred to in Section 7, and to replace with the following:

The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation are as follows:

A. CLASS "A" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "A" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "A" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "A" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "A" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "A" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

B. CLASS "B" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "B" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Act, the holders of the Class "B" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "B" Common Shares to the exclusion of any other class or or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its

affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "B" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled

to one vote in respect of each Class "B" Common share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

C. CLASS "C" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "C" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "C" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "C" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "C" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "C" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

D. CLASS "D" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "D" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "D" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare

dividends on the Class "D" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "D" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "D" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

The Articles of Incorporation of the Corporation are deemed to be amended effective on the date hereof.

Any officer of the Corporation be and is hereby authorized for and on behalf of the Corporation to execute and deliver the said Articles of Amendment and all such other documents and instruments and do such acts and things as may be requisite to give fill effect to the resolution.

[Signature Page Follows]

DATED this 15 th day of April, 2019.

Angelo Pucci

FURTADO HOLDINGS INC.

Name: Oscar Furtado

A.S.O.

AKM HOLDINGS CORP.

Name: Kasia Pikula

A.S.O

FIM HOLDINGS INC.

Name: Rocco Ruso

A.S.O.

This is Exhibit "53" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

SHAREHOLDERS AGREEMENT

THIS AGREEMENT made effective as of the 15 day of April 2019

AMONG:

Adelaide Square Developments Inc. (hereinafter called the "Corporation")

OF THE FIRST PART

- and -

Furtado Holdings Inc. (hereinafter called "Furtado")

OF THE SECOND PART

- and -

AKM Holdings Corp. (hereinafter called "AKM")

OF THE THIRD PART

- and -

FIM Holdings Inc. (hereinafter called "FIM")

OF THE FOURTH PART

- and -

Angelo Pucci (hereinafter called "Pucci")

OF THE FIFTH PART

WHEREAS the Parties hereto have agreed to enter into this Agreement for the purposes of clarifying their respective interests in the Corporation and have agreed to be bound by the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

ARTICLE 1- DEFINITIONS

1.1 In this Agreement and in all amendments hereto the following words shall have the following meanings:

"Accountants" means such firm of accountants as the shareholders of the Corporation may appoint from time to time;

- "Act" means the Business Corporations Act (Ontario), as may be amended and in force from time to time and any successor statute;
- "Agreement" means this shareholders agreement, as same may be amended from time to time together with all schedules attached hereto;
- "Articles" means the Articles of Incorporation of the Corporation dated July 30th, 2018 and the Articles of Amendment dated April 12th, 2019, as such Articles may be further amended or restated from time to time;
- "Business" means the acquisition, management and sale of the Lands as described in Section 2.11 together with any other lawful activities which are necessary, advisable, convenient or incidental to the foregoing;
- "Business Day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario;
- "Class A Common shares" means the Class A Common shares in the capital of the Corporation;
- "Class B Common shares" means the Class B Common shares in the capital of the Corporation;
- "Class C Common shares" means the Class C Common shares in the capital of the Corporation;
- "Class D Common shares" means the Class D Common shares in the capital of the Corporation;
- "Control" means (a) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (b) in relation to a Person that is a partnership, limited partnership, business trust or other similar entity, the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person or the ownership of other interests entitling the holder to exercise control and direction over the activities of such Person;

"Debt" means in relation to any Person:

- (a) all indebtedness of such Person for borrowed money:
- (b) all indebtedness of such Person for the deferred purchase price of property or services represented by a note or other evidence of indebtedness;
- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person;
- (d) all obligations under lease which shall have been or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable as lessee;
- (e) all reimbursement obligations, contingent or otherwise, in respect of letters of credit issued at the request of such Person; and
 - (f) all Debt Guaranteed by such Person;

"Debt Guaranteed" by any Person means all Debt of the kinds referred to in (a) through (e) of the definition of Debt which is directly or indirectly guaranteed by such Person, or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person has otherwise assured or agreed to indemnify a creditor against loss;

"Fiscal Year" means the twelve calendar month fiscal period of the Corporation as determined, from time to time, by the board of directors;

"Immediate Family" means, with respect to a natural Person, the spouse, parents, children, grandchildren and siblings of such Person;

"Parties" means collectively the Persons that are parties to this Agreement, and "Party" means such Persons individually;

"Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture, governmental entity or other entity;

"Prime Rate" means the annual rate of interest established and quoted by the principal banker of the Corporation from time to time at its head office in Toronto, Ontario, as its prime rate for purposes of calculating interest on commercial loans in Canadian dollars;

"Project" means completion of the sale of the Lands;

"Shareholder" means any one of Furtado, AKM, FIM or Pucci and "Shareholders" means all of them;

"Shareholders Loans" means the monies advanced as a loan to the Corporation by any of the Shareholders;

"Shares" means collectively the Class A Common Shares, the Class B Common Shares, the Class C Common Shares and the Class D Common Shares in the capital of the Corporation;

"Third Party" means a Person with whom the Shareholders are reasonably considered to be acting at arm's length (as that term is construed for the purposes of the *Income Tax Act* (Canada)) and which Person is demonstrably capable of completing the purchase of the Shares contemplated by this Agreement;

"Total Net Profit" means the total of all revenues received from the Business less any and all costs and expenditures of any nature whatsoever and less any income taxes, sales taxes, real property taxes and any other taxes of any nature whatsoever paid or payable until the proposed Business and the Project of the Corporation are completed as described in Section 2.11(a) hereafter;

- 1.2 All payments contemplated herein shall be paid in Canadian funds, in cash, bank draft, certified cheque or wire transfer.
- 1.3 The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement or any part thereof. Any reference herein to "this Agreement" shall mean this Shareholders Agreement and any amendments, modifications, deletions or alterations which may be made thereto in accordance with the provisions hereof and includes any schedule hereto and any supplementary or confirming agreement or agreements hereafter executed.

- 1.4 All words and personal pronouns shall be read and construed as the number and gender of the Party or Parties referred to in each case requires and the verb shall be construed as agreeing with the required word and pronoun.
- 1.5 Any references herein to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or reenacted from time to time or as a reference to any successor thereto.

ARTICLE 2 PURPOSE AND SCOPE

2.1 Compliance with Agreement

The Shareholders shall vote or cause to be voted their respective Shares to accomplish and give effect to the terms and conditions of this Agreement. The Corporation confirms its knowledge of this Agreement and agrees it will carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

2.2 Application of this Agreement

The terms of this Agreement shall apply to the Shares currently owned by the Shareholders and to any other shares in the capital of the Corporation that they may acquire by any means whatsoever, including by way of a merger, amalgamation, arrangement or other reorganization of or including the Corporation, and prior to any such action being taken, the parties shall give due consideration to any changes which may be required to this Agreement in order to give effect to the intent of this Section.

2.3 Constating Documents

Unless otherwise provided in this Agreement the conduct of the business of the Corporation shall be governed in accordance with its constating documents. In the event of any conflict between this Agreement and the Articles, the constating documents shall govern and, if necessary, the Shareholders will amend this Agreement in order that there is no conflict.

ARTICLE 3 - MANAGEMENT

3.1 Except as otherwise provided herein, the affairs of the Corporation shall be managed by one director. Angelo Pucci shall be the sole director of the board of directors as of the date of this Agreement. The board of directors shall at all times have at least one resident Canadian. Angelo Pucci is a resident Canadian and satisfies the qualifications of being a director under the Act.

3.2 The current officers of the Corporation are:

President: Angelo Pucci Secretary: Angelo Pucci

and such additional officers as the board of directors may appoint from time to time. Notwithstanding the foregoing, if an above-named officer resigns his or her office or is terminated, then the board of directors shall be entitled to appoint a replacement.

- 3.3 A quorum for a meeting of the board of directors shall be one director unless otherwise expressly provided for herein or pursuant to applicable law.
- 3.4 A quorum for a meeting of the Shareholders of the Corporation shall be those Shareholders present, in person or represented by proxy, holding Shares which entitle the holders thereof to exercise not less than 66% of the votes attaching to the Shares.
- 3.5 The Chairman at any meeting of the board of directors or at any meeting of the Shareholders of the Corporation shall be entitled to a second, extra or casting vote in the case of a vote at any such meeting. The Chairman shall be the President of the Corporation.
- 3.6 Upon any Shareholder ceasing to be a shareholder of the Corporation, then any director who was a nominee to the board of directors of such Shareholder shall cease to be a director and shall tender their resignation forthwith.
- 3.7 The Shareholders shall vote and act in all respects to ensure that the nominees of the Parties provided for in this Article are elected and appointed and maintained in office from time to time as members of the board of directors of the Corporation as herein contemplated.

3.8 Business Management and Corporate Action

- (a) Subject to Section 2.9(b), the board of directors shall manage the business and affairs of the Corporation in accordance with the Act. Unless otherwise expressly provided in this Agreement, all decisions of the board of directors and of the Shareholders of the Corporation shall be decided by not less than 66% of votes cast at such a meeting or by such greater percentage of votes as may be required by the Act.
- (b) Except as otherwise provided herein, the Corporation shall not undertake to, perform or do any of the matters set out in Section 2.9(b) without the prior approval of all Shareholders:

Corporate Changes

- (i) the amendment of the Articles, except for a change of name or change of the registered office of the Corporation;
- (ii) the amendment or revocation of the by-laws in whole or in part or enactment of any additional by-law of the Corporation;

Share Capital

- (iii) the allotment, reservation, setting aside, reclassification or issuance of any Shares or other securities of the Corporation, or the granting of any rights, warrants or options to purchase, acquire or otherwise obtain any unissued shares or other securities of the Corporation other than in accordance with the provisions of this Agreement;
- (iv) the declaration or payment of any dividend or other distribution on or in respect of any Shares or other securities of the Corporation other than in accordance with the provisions of this Agreement;

(v) the purchase, redemption or acquisition by the Corporation of any Shares or other securities of the Corporation other than the purchase for cancellation of Shares from a Shareholder in accordance with the provisions of this Agreement;

Debt Financing

- (vi) the incurring of any Debt by the Corporation in excess of the amount as set out in the Annual Business Plan; or
- (vii) the repayment of any Debt owing by the Corporation to any Shareholder or any non-arm's length Person other than as permitted by this Agreement;

Financial Matters

- (viii) the approval of:
 - (A) the Annual Business Plan or any modification thereto; and
 - (B) the manner of obtaining any additional funds required for any purpose specified in an Annual Business Plan;
- (ix) the conduct by the Corporation of any business activity or operations other than:
 - (A) the Business or any other business contemplated under an Annual Business Plan; and
 - (B) any activity which is reasonably ancillary to or complementary with the foregoing;
- (x) the:
 - (A) sale, lease or exchange of any assets by the Corporation out of the ordinary course of business;
 - (B) making of any investment, loan, or advance by the Corporation out of the ordinary course of business; or
 - (C) purchase of shares of any company or any interest in any partnership, joint venture or similar entity by the Corporation.

Fundamental Changes

(xi) the acknowledging of the insolvency of the Corporation, the making of a voluntary assignment under the *Bankruptcy and Insolvency Act* (Canada), or the consenting to the appointment of a receiver, receiver-manager, monitor or other Person acting in a similar capacity by any secured creditor of the Corporation.

3.9 Annual Business Plan

- (a) The President and Secretary of the Corporation shall prepare a draft annual business plan for each Fiscal Year no less than 45 days prior to the end of the previous Fiscal Year for consideration by the Shareholders as contemplated by Section 2.9(b)(ix) no later than 30 days prior to the beginning of such Fiscal Year. Such draft annual business plan shall consist of a pro forma balance sheet, income statement and cash flow statement for such Fiscal Year, shall be accompanied by a statement of all capital expenditures to be incurred during such Fiscal Year, and shall be supported by the explanations, notes and information upon which the projections underlying such annual business plan have been based.
- (b) The draft annual business plan, as reviewed and approved as contemplated by Section 2.9(b)(viii), with such amendments and modifications as are determined in accordance with Section 2.9(b)(ix), shall become the "Annual Business Plan" for such Fiscal Year. In the event that the Annual Business Plan is not settled and approved as contemplated by Section 2.9(b)(viii), in whole or in part, prior to the commencement of a Fiscal Year, the expenditure programme contained in the Annual Business Plan for the prior Fiscal Year shall continue to apply with respect to any expenditures that have not yet been made to the extent of such disagreement until a complete Annual Business Plan is approved as contemplated by Section 2.9(b)(viii).

3.10 Business of the Corporation

The Parties hereto acknowledge and agree that the Corporation has been incorporated for the purposes of purchasing the lands described on Schedule "A" hereto (the "Lands") to allow for either the sale of the Lands or the development and construction thereon of the Lands (the "Development")...

ARTICLE 4- SHARE OWNERSHIP

4.1 Share Ownership

The parties confirm that as of the date hereof they are the owners of the number of Shares as set out below opposite their respective names:

	and the second s	and a substantial and	the name another things in amount in our	
Furtado	11			
AKM		11		
FIM			11	
Pucci				67
Total	1	11	11	67

4.2 General Prohibition

- (a) Save and except as hereinafter provided, the Shareholders agree that no Shareholder shall, without the prior consent of the other Shareholders, directly or indirectly sell, transfer, mortgage, charge, pledge or otherwise alienate or dispose of or in any way encumber or create a security interest in or grant any option on any Shares owned or hereafter acquired by such Shareholder. Any attempt to accomplish or effect any or all of the acts prohibited hereby shall be null and void.
- (b) Subject to the provisions of this Section 3.2(b), a Shareholder shall be entitled, upon prior written notice to the Corporation and the other Shareholders, to transfer all of its Shares to a Permitted Transferee. No such transfer shall be or become effective until such Permitted Transferee executes and delivers to the Corporation a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the other Parties agreeing to be bound by the terms and conditions hereof formerly applicable to the Shareholder. No such transfer shall release or discharge such Shareholder from any of his or her liabilities or obligations under this Agreement until it becomes effective and, then, only to the extent provided herein.
- (c) No transfer of any Shares owned by any Shareholder may be made indirectly, including the transfer of Shares of any Shareholder that would result in any change in Control of said Shareholder. No transfer of any Shares owned by the any Shareholder may be made pursuant to an order under the Family Law Act or similar legislation with respect to a legal separation or separation agreement between any Shareholder and their respective spouses.

ARTICLE 5 - GENERAL SALE PROVISIONS - NOT APPLICABLE

ARTICLE 6 - FINANCIAL MATTERS

6.1 Initial Capitalization

It is expected that the Corporation shall be initially capitalized in an aggregate amount of \$100.00 (the "Initial Capitalization"). The Shareholders acknowledge and agree that each Shareholder has or shall be responsible and personally liable for the Initial Capitalization *pro rata* on a proportionate basis in the ratio of their ownership of the Shares. As of the date of this agreement, the Corporation acknowledges that the Shareholders shall make their Initial Capitalization contributions on the following terms and conditions:

- (a) the Corporation shall issue 11 Class A Common shares in consideration for the \$11.00 advanced by Furtado. The said shares shall be issued at a price of \$1.00 per Class A Common Share;
- (b) the Corporation shall issue 11 Class B Common shares in consideration for the \$11.00 advanced by AKM. The said Shares shall be issued at a price of \$1.00 per Class B Common Share;
- (c)the Corporation shall issue 11 Class C Common shares in consideration for the \$11.00 advanced by FIM. The said Shares shall be issued at a price \$1.00 per Class C Common Share;
- (d) the Corporation shall issue 67 Class D Common shares in consideration for the \$67.00 advanced by Pucci. The said Shares shall be issued at a price \$1.00 per Class D Common Share.

6.2 Funding of Costs

The Corporation shall fund all of its costs and liabilities from its own cash on hand and other assets. If the Corporation requires additional funds for any purpose specified in an Annual Business Plan, as hereinafter defined, the Corporation shall obtain such funds by borrowing from the Shareholders and recording a debt owed to the respective shareholder ("Shareholder Loan") and/or issuing additional securities to each Shareholder pro rata based on their respective shareholdings and pursuant to Section 5.5 of this Agreement or by borrowing from a Canadian chartered bank or other senior lender.

6.3 Bank Financing

If the incurring of Debt to a Canadian chartered bank or other senior lender has been approved by the board of directors, the board of directors shall decide from whom such Debt will be borrowed and the terms and conditions of such borrowing.

6.4 Guarantees

No Shareholder shall be required to guarantee any of the debts or obligations of the Corporation. If a Shareholder is required to guarantee any of the debts or obligations of the Corporation a fee may apply.

6.5 Corporate Distributions

- (a) Subject to the provisions of this Agreement, following the completion of the then current fiscal year end financial statements, any funds which are determined by the board of directors to be available for a corporate distribution from the after-tax Total Net Profit of the Corporation shall be distributed by the Corporation in the following order of priorities:
 - (i) to repay any Shareholder Loan;
 - (ii) any remaining amount shall be distributed by way of dividends amongst the holders of the Shares in accordance with the Articles and constating documents...

6.6 Banking

- (a) The Corporation shall maintain a bank account or accounts at such bank as may be determined by the board of directors.
- (b) Any cheques, promissory notes, drafts, acceptances or bills of exchange may be signed by either the President or the Secretary, or as determined from time to time by resolution of the board of directors.
- (c) All bank accounts relating to the business of the Corporation shall be opened and maintained in the name of the Corporation or in such other name as the Board may from time to time approve. The signing authorities for such bank accounts shall be the President and the Secretary or such Persons as determined by resolution of the board of directors.
- (d) Unless otherwise provided herein, all monies received from time to time for the Corporation shall be deposited immediately into its bank to the credit of the Corporation's account in the

same drafts, cheques, bills, cash or other form in which it is received and all disbursements on account of the Corporation shall only be made by cheque drawn on such bank.

(e) The Corporation shall maintain insurance in such amounts, in respect of such risks and with insurers as shall be acceptable to the unanimous decision of the board including, without limitation, and at the option of the board, appropriate bonding in respect of its officers.

6.7 Accountants

The Accountants of the Corporation shall be a firm of accountants as the Shareholders of the Corporation shall from time to time appoint in accordance with the terms hereof.

6.8 Termination of Agreement

- (a) In addition to the further provisions as set out in this Agreement, this Agreement shall be terminated upon:
 - (i) the written agreement of all the Parties hereto;
 - (ii) one of the Shareholders becoming the owner of all of the issued Shares of the Corporation and having fulfilled all obligations to the former Shareholders required by this Agreement; or
 - (iii) upon the time that the Corporation is wound-up or dissolved.
- (b) Termination of this Agreement shall not affect or prejudice any rights or responsibilities that may have arisen pursuant to this Agreement prior to the termination of this Agreement and those rights and obligations that shall survive the termination of this Agreement.

6.9 Arbitration

All matters in dispute which relate in any way to this Agreement, but excluding any dispute as to how the Business of the Corporation should be carried on, shall be submitted to arbitration. Such arbitration shall be conducted by a single arbitrator chosen by the Parties to the dispute or appointed by a judge.

Arbitration will take place in the municipality where the primary business premises of the Corporation are located. The laws of the Province of Ontario, especially the *Arbitration Act*, 1991 (Ontario), shall govern any arbitration.

There shall be no appeal from arbitration under this Section. The costs of arbitration shall be awarded by the arbitrator based on the success of each Party to the arbitration.

ARTICLE 7- RESTRICTIVE COVENANTS

7.1 Confidential Information

The Shareholders agree with and for the benefit of the Corporation to hold in strict confidence, and not to use, except for the benefit of the Corporation, or to disclose to any Person, firm or corporation without written authorization of the board of directors, any Confidential Information (as such term is defined

herein), and such agreement with respect to Confidential Information shall remain in effect at all times from the date hereof and at any time thereafter.

For the purposes of this Section "Confidential Information" means any and all information and knowledge regarding the Business of the Corporation to which the Shareholder has access including, but not limited to, information about the Corporation's proprietary methods, methodologies and disciplines, technical data, trade secrets, know-how, copyrights, patents, research and development information, product plans, products, services, clients and prospective clients as identified from time to time in the records of the Corporation, customer information, employees, books and records of the Corporation, corporate relationships, suppliers, markets, computer software development, inventions, processes, formulas, technology, designs, business plans, and matters of a business nature such as information regarding marketing, recruiting, costs, pricing, finances, financial models and projections or other similar business information.

The Shareholders further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no act of the Shareholder, or any information which a Shareholder or Principal is required to disclose by order of any court or tribunal of competent jurisdiction or to comply with any law, rule or regulation. The Shareholders agree that if they become legally compelled to disclose any of the Confidential Information, they shall provide the Corporation with prompt written notice thereof, unless it is legally prohibited to do so, so that the Corporation may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Shareholders covenant and agree that they will only furnish such information relating to the Confidential Information that is legally required and will exercise reasonable efforts so that confidential treatment will be accorded to the information disclosed.

The Shareholders further agree and acknowledge that all Confidential Information shall at all times remain the property of the Corporation.

7.2 Non-Competition

- (a) During the Restricted Period (as such term is defined herein), the Shareholders shall not, on their own behalf or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, cooperative, partnership, trust, entity with juridical personality, unincorporated association or otherwise carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business which is in competition with the Business of the Corporation, within a radius of five (5) miles of the Lands.
- (b) During the Restricted Period, the Shareholders shall not directly or indirectly, without the prior written consent of the Corporation, provide services to, accept employment with or seek remuneration from any of the clients or customers of the Corporation or any entity controlled by, controlling or under common control with, any client or customer of the Corporation.
- (c) For the purposes of this Section, the "Restricted Period" shall commence on the date hereof and shall continue for a period ending on the second anniversary of the date that a Shareholder ceases to be a Shareholder of the Corporation.

7.3 Non-Solicitation

The Shareholders agree with and for the benefit of the Corporation that during the Restricted Period (the "Non-Solicitation Period"), such Shareholder shall not on his or her own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, co-operative, partnership, trust, entity with juridical personality, unincorporated association or otherwise solicit, induce, procure, entice away or hire any person who was an employee or consultant of the Corporation during the Non-Solicitation Period, to work or perform services for any other person or to discontinue working or performing services for the Corporation.

7.4 Non-Interference

The Shareholders agree with and for the benefit of the Corporation that during the Restricted Period (the "Non-Interference Period"), such Shareholder shall not on his or her own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, co-operative, partnership, trust, entity with juridical personality, unincorporated association or otherwise interfere or attempt to interfere with the Business of the Corporation or persuade or attempt to persuade any customer, employee or supplier of the Corporation to discontinue or alter such Person's relationship with the Corporation.

ARTICLE 8- GENERAL CONTRACT PROVISIONS

- 8.1 Time shall be of the essence of this Agreement and of every part hereof.
- 8.2 All Share certificates of the Corporation shall have the following memorandum endorsed thereon forthwith after the execution of this Agreement:

"The Shares represented by this certificate are subject to an Agreement made between all the Shareholders of the Corporation and are not transferable or chargeable, except in compliance with the terms and conditions of the said Agreement."

- 8.3 This Agreement shall not constitute a unanimous shareholders agreement within the meaning of the Act. Each Shareholder and each person who intends to become a Shareholder through a transfer of additional securities in accordance with this Agreement shall have executed and delivered to the Corporation before becoming a Shareholder, a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the Parties under which it agrees to be bound by the terms and conditions hereof.
- 8.4 The Shareholders shall at all times vote the Shares now or hereafter during the term of this Agreement owned by them respectively and otherwise exercise their respective rights as shareholders to cause such meetings to be held, resolutions to be passed, by-laws to be enacted, documents to be executed and, to cause the respective nominees to the board to act so that at all times the conditions, restrictions and prohibitions as herein set out relating to their respective shareholdings in the Corporation and relating to the business and corporate affairs of the Corporation shall fully apply.

- 8.5 In the event of conflict between the provisions of this Agreement and any of the articles of the Corporation, by-laws or resolutions of the board or of the Shareholders of the Corporation, the Shareholders shall cause such meetings to be held and shall each vote so as to cause this Agreement, the articles, by-laws or resolutions, as the case may be, to be amended or repealed to the extent necessary to resolve any conflict in favour of the constating documents so that those documents shall at all times prevail.
- 8.6 (a) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one Party hereto to the other shall be given in writing and shall be given by personal service, telex, telegram, telecopier, facsimile or other similar electronic transmission or by registered mail, postage prepaid, addressed to the other Party, or delivered to such other Party at his or her address on the first page hereof or at such other addresses as may be given by any of them to the other in writing from time to time and in accordance with the provisions hereof.
- (b) Any notice, request, demand or other communication delivered or transmitted by telex, telegram, telecopier, facsimile or similar form of electronic transmission shall be deemed to have been received by and given to the addressee on the day of delivery or transmission and if mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third Business Day following the date of mailing, provided that for such purpose no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a Business Day. In the event normal mail service is so interrupted then, until normal postal services resume, all notices, requests, demands or other communications required or permitted to be given hereunder shall be required to be given by personal service, telex, telegram, telecopier facsimile or other similar electronic transmission.
- 8.7 The Parties hereto shall sign such further and other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 8.8 The provisions of this Agreement shall apply *mutatis mutandis* to any Shares into which the Shares of the Corporation may hereafter be converted or changed, or to any Shares resulting from a reclassification, subdivision or consolidation of any Shares of the Corporation, and also to any Shares of the Corporation which are received by the holders of Shares as a stock dividend or to any Shares or other securities of the Corporation or any successor corporation which may be received by the holders of Shares of the Corporation on an amalgamation, reorganization or reconstruction of the Corporation.
- 8.9 This Agreement shall be deemed to be made in and construed in accordance with the laws of the Province of Ontario and the Parties hereto agree to attorn to the courts thereof.
- **8.10** All prior agreements except those specifically provided for herein between some or all of the Parties hereto regarding the organization and affairs of the Corporation and or the sale of any Shareholder's Shares of the Corporation under certain circumstances, whether written or oral, are hereby terminated.
- 8.11 No modification, amendment or variation hereof shall be of effect or binding upon the Parties unless made by an agreement or instrument in writing signed by each of the Shareholders.
- 8.12 The Corporation hereby agrees to be bound by each of the terms and provisions of this Agreement.

- 8.13 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and assigns.
- 8.14 Each of Furtado, AKM, FIM and Pucci has been advised to seek independent legal and financial advice prior to their execution of this Agreement. Each of Furtado, AKM, FIM and Pucci hereby acknowledges to the other Parties that each of Furtado, AKM, FIM and Pucci has reviewed the Articles and this Agreement and has sought and obtained such independent advice, or, after consideration has declined seeking such advice despite having been given the opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

ADELAIDE SQUARE DEVELOPMENTS INC. FURTADO HOLDINGS INC.

ANGELO PUCCI

Director

I have authority to bind the corporation

OSCAR FURTADO

President

I have authority to bind the corporation

AKM HOLDINGS CORP.

KASIA PIKULA

President

I have authority to bind the corporation

FIM HOLDINGS INC.

ROCCO RUSO

President

I have authority to bind the corporation

Schedule "A"

The Lands

355 Adelaide Street West, Toronto, Ontario and legally described in PIN 21412-0150(LT)

46 Charlotte Street, Toronto, Ontario, and legally described in PIN 21412-0151(LT)

This is Exhibit "54" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONFIDENTIAL May 5, 2021

COMPELLED INTERVIEW OF ANTHONY MAREK

1	A. It could have been that I
2	was more than a 25 percent owner, and as a result
3	of it, I had to qualify who the person was, is my
4	understanding of the document.
5	MR. NASTER: Do you have a
6	recollection of being asked to sign this document?
7	THE INTERVIEWEE: I don't have
8	a recollection of it.
9	BY MS. COLLINS:
10	193 Q. Okay. That is fine.
11	That is fine.
12	Now, after you gave them the
13	\$16.8 million, were you to have any involvement in
14	the Spadina Adelaide project except for providing
15	capital?
16	A. If I could just qualify
17	that by saying that once this initial 16.8 was
18	given and 19.5 was given back, money distributed,
19	file was closed. After the fact, I received a
20	call half a year later from Mr. Furtado. He said,
21	"Hello, Mr. Marek. It's Mr. Furtado calling back.
22	We have proceeded with putting together
23	information in order to develop the property.
24	Would you be further interested in revisiting your
25	investment into the property?" And I said, "Okay,

CONFIDENTIAL May 5, 2021

COMPELLED INTERVIEW OF ANTHONY MAREK

1	let's have some sort of meeting and see what could
2	actually come out and what you're offering."
3	194 Q. Okay. But other than
4	being an investor of money, were you to have any
5	other involvement in the Spadina Adelaide project?
6	A. No.
7	195 Q. And as we sit here today,
8	is that still true or have you gotten more
9	involved in the project?
10	A. I have gotten more
11	involved in the project from an investment
12	perspective.
13	196 Q. Okay. Can you tell me
14	about that?
15	A. Well, as you had
16	mentioned before, I had given an additional
17	million dollars to pay to take LP shares back
18	in order for them to pay all their outstanding
19	invoices that they had. I was also
20	MR. NASTER: To clarify, that
21	is the subsequent additional one million to the 12
22	million that he had already invested in units of
23	the limited partnership. Does that ring your
24	MS. COLLINS: That's right.
25	MR. NASTER: Fair enough. Go

CONTINUED COMPELLED INTERVIEW OF ANTHONY MAREK

1	A. Correct.
2	Q. To start today, I'm going
3	to focus on the second investment that you made in
4	Go-To Adelaide which occurred in late
5	September 2019 for a total of \$12 million. Do you
6	recall that investment?
7	A. I recall that investment.
8	Q. Okay. From the documents
9	you have provided to us earlier, it looks like
10	Oscar Furtado reached out to you in early
11	August 2019 to request a meeting and that you then
12	attended a meeting with him on August 27th, 2019.
13	Do I have that correct?
14	A. I know in and around that
15	time. I'm not sure what the dates were, but it's
16	somewhere around that time.
17	Q. Okay. I can refer you to
18	a document to the extent that would assist.
19	Mr. Baik, can you please put our document 5272 on
20	the screen, which, for reference, Mr. Naster, is

I will invite Mr. Baik to

Mr. Marek's document 255.

perhaps zoom in for you and allow you a moment to

24 review this chain.

25 A. If you could go down in

21

CONTINUED COMPELLED INTERVIEW OF ANTHONY MAREK

1	that chain just to it's a little too quick.
2	MR. NASTER: If you could
3	start at the bottom because it goes in reverse
4	chronological order.
5	THE INTERVIEWEE: Correct. I
6	replied back to Oscar that I think he had sent
7	me an email previous and I would like to sit down
8	and speak to him. I see that he sent something
9	August 9th and I replied August 23rd. That is
10	correct.
11	MS. HOULT: Okay. Mr. Baik,
12	if you could scroll up to the previous page.
13	THE INTERVIEWEE: So on the
14	26th I basically said I'm available at any
15	time and okay. Yes. So, 10:30 the following
16	day on the 27th we had met.
17	MS. HOULT: So you can remove
18	that document from the screen, Mr. Baik. I guess
19	before you do, we should mark that as the next
20	exhibit on this examination, which is going to be
21	what exhibits number, Mr. Baik?
22	THE REPORTER: I believe it's
23	Exhibit 18.
24	MR. BAIK: Yes.
25	MS. HOULT: Thank you, Madam

CONTINUED COMPELLED INTERVIEW OF ANTHONY MAREK

1	Reporter. As Exhibit 18 on this examination, it's
2	an email chain between Mr. Furtado and Mr. Marek
3	ending August 26th, 2019, bearing our document
4	number 5272 as the short form. Exhibit 18.
5	EXHIBIT NO. 18: Email
6	chain between Mr. Furtado
7	and Mr. Marek ending
8	August 26, 2019.
9	BY MS. HOULT:
10	Q. You did, in fact, meet
11	with Mr. Furtado on August 27th, 2019, Mr. Marek?
12	A. That is correct.
13	353 Q. You met him at the Go-To
14	Developments office?
15	A. In their boardroom.
16	Q. Was anyone else besides
17	yourself and Mr. Furtado present at that meeting?
18	A. To the best of my
19	recollection, I think it was just the two of us.
20	Q. Okay. Can you please
21	tell me what you recall from that meeting, what
22	the discussion was?
23	A. Just a brief introduction
24	to one another once again after not speaking for a
25	while. Maybe ten minutes of just small chitchat

This is Exhibit "55" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,

Ontario Securities Commission. Expires March 22, 2024.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	any further funds, then use my personal assets to
2	support the project.
3	Q. Of course, yes. I
4	understand. So next I want to talk a little bit
5	about Spadina Adelaide.
6	So it appears that fairly
7	recently you raised funds for Spadina Adelaide
8	from Anthony Merrick purchased some units in
9	June 2020 and AKM Holdings purchased in February
10	2020.
11	So those funds, those
12	investments were sold after the property was
13	purchased. So I am wondering what is the main use
14	of those funds once you've already purchased the
15	property?
16	THE WITNESS: Okay. So I am
17	going to give you two explanations because one is
18	a general explanation in the limited partnership,
19	where I am allowed to raise additional funds for
20	any additional capital required for the project up
21	until I go to construction.
22	So, as an example, if in this
23	case we have to, after we close the property we
24	have to engage an external planner. We have to
25	engage architects and all of the consulting groups

CONFIDENTIAL September 24, 2020

COMPELLED INTERVIEW OF OSCAR FURTADO

1	to put the application together.
2	We have to pay, I believe in
3	this case, approximately 260,000 in application
4	fees. That money is not necessarily raised
5	upfront. So we have to then raise additional
6	funds until so we can pay those bills.
7	Now, in Anthony Merrick's case
8	it is two-fold. One is Anthony Merrick was an
9	investor when we first acquired the property, but
10	his money came in as an investor as a bridge loan.
11	So I believe the number is 16.8 million, if I
12	recall correctly?
13	172 Q. Yes?
14	A. The money came in and
15	then his money was returned. And returned, and
16	then Anthony Merrick got to know me and he just
17	came in through the recommendation of a lawyer to
18	finance the deal.
19	Anthony Merrick is a very,
20	very sophisticated investor well known in the city
21	of Toronto and surrounding cities. His history is
22	in buying and selling land through his family.
23	And he got to know me over time, and he approached
24	me and said I am willing to come back as an
25	investor.

CONFIDENTIAL September 24, 2020

COMPELLED INTERVIEW OF OSCAR FURTADO

1	So what we did is the funds
2	that were borrowed to cover his repayment were
3	partially repaid and he came back in I believe for
4	12 million. He has since come back in for I
5	believe he is up to 14 million now in all of the
6	subscription agreements. He should have a 16.8,
7	if I remember, correctly coming in. Going out.
8	And he is no longer an investor.
9	Then he comes back in for 12
10	and I believe the subsequent payment after that is
11	a million dollars each.
12	Some of that money was used to
13	repay. The rest of the money is being used for
14	ongoing operations.
15	As an example also
16	Spadina-Adelaide, I mentioned in a question you
17	asked about Eagle Valley. That administration had
18	a density clause.
19	173 Q. Yes. Yes. We're going
20	to talk about that.
21	MR. MANN: I'm sorry, can you
22	not interrupt him? He is in the middle of giving
23	you an answer. Thank you.
24	THE WITNESS: So the reason I
25	bring it up is because what is the money used for.

COMPELLED INTERVIEW OF OSCAR FURTADO

- 1 So that is another payment not just to an 2 application for Spadina to get it through 3 approval. We had density cost payments that were 4 required to be paid. 5 So there is a lot of cash flow 6 requirements after you close. Specifically, first 7 time we negotiated that density clause, and that 8 is one of the reasons we were able to get this 9 property and basically outsmart the other builders 10 at the table who didn't think about a density 11 clause. Sorry, I'm done. 12 174 Q. Okay, thank you. Let's 13 take about a five minute break. So we will come 14 back on the record at 12:30. 15 MR. MANN: Do you want to take 16 an early lunch? 17 MS. COLLINS: Sure, I am happy 18 to do that. 19 MR. MANN: It is your 20 examination, so I don't want to interfere. It is
- MS. COLLINS: Sure.
- MR. MANN: Is that convenient
- for you, Stephanie, Michelle, Paul and Madame

just short of 12:30. If you want to come back at

1:15?

21

22

This is Exhibit "56" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



ADELAIDE SQUARE

High-Rise Mixed-Use Rental Development in Toronto's Downtown Core





LEGAL MATTERS

Important Disclosures

This presentation has been prepared solely for information purposes from material supplied by Go-To Developments "), Go-To Spadina Adelaide Square Inc. (the "General Partner") and publicly-available information. It is being furnished to, and solely for use by, recipients in connection with their consideration of an investment in limited partnership units ("Units") of Go-To Spadina Adelaide Square LP (the "Partnership").

Disclosure Risk Factors:

An investment in Units is speculative and involves a significant degree of risk. In considering an investment in the Partnership, you should be aware of certain risks, which include but, are not limited to, the following:

Real Property Ownership and Lack of Diversity

Investors are participating in a commercial real estate project to acquire and develop the property described in this document (the "Property"). All real property investments are subject to a degree of risk. Such investments and operations are affected by various factors, including changes in general economic conditions and in local conditions, the attractiveness of properties to retail tenants, competition from other available commercial property, fluctuations in demand, changes in interest rates and the availability of long-term financing, cost overruns in construction and the financial resources of potential buyers. In addition, real property under development is a relatively illiquid asset, which could impact the sale of the Property if adverse economic or development conditions begin to develop.

Dependence on the Builder, General Partner and their Key Personnel

The Partnership is dependent in part upon the continued involvement of the principals of the builder, along with Oscar Furtado, the principal of the General Partner in order to implement the business plan and objectives of the project. Investors will have no right to participate in the management of the project. The success of the project will, therefore, depend, in large part, upon the skill and expertise offered by the builder and the General Partner and their key personnel.

Property Development

The development of the Property is subject to various risks, including inability to obtain building permits or necessary zoning changes, construction delays, inability to complete construction within budget, cost overruns and the inability to finance cost overruns, labour strikes, adverse weather conditions, availability of building materials, inability to obtain construction financing on favourable terms or to meet preconditions for permanent financing and other factors beyond the control of the Partnership and the builder. Such risks may delay the commencement or completion of the project.

Mortgage Financing

On closing, there will be no construction or permanent mortgage financing in place. When construction mortgage financing is placed on the Property, a portion of the cash held by the Partnership may be devoted to servicing the debt. If the Partnership is unable to meet interest payments, it may be required to obtain additional equity, debt or other financing. The Partnership would, in such event, be subject to the risk that any of its indebtedness may not be able to be refinanced upon maturity or that the terms of such refinancing may not be as favourable as the terms of its then existing indebtedness. In addition, fluctuations in interest rates may affect the overall return generated by the project's assets.

Management Have Other Interests

The principals of the General Partner and the builder and employees of each may devote only a portion of their time to the business of the Partnership as in their judgment is reasonably required, and may allocate management time, services and functions to other development, investment or management activities.



ADELAIDE SQUARE LEGAL MATTERS Important Disclosures

Tax Matters

No representation or warranty is made regarding the application of Canadian federal and provincial income tax to an investment in Units or the consequences arising from the application of any other tax legislation on an investment in the Units. Each investor should seek independent advice regarding the tax consequences of investing in the Units, based upon the investor's own particular circumstances. There is no assurance that Canadian federal and provincial income tax legislation or other applicable tax legislation will not be changed in a manner which will fundamentally alter the tax consequences to investors of its investment in the Units.

No Public Market and Restrictions on Transfer

The Units are highly illiauid investments and should only be acquired by investors able to commit their funds for an indefinite period of time. There is no present market for the Units and it is not contemplated that one will develop. As there is no market for the Units, it may be difficult or even impossible for a investor to sell its Units. In addition, investors will be subject to resale restrictions respecting the Units under applicable securities laws and will be permitted to transfer their Units only upon compliance with such laws and the terms of the Partnership Agreement. Investors should consult their own legal advisers concerning the nature and extent of such restrictions.

Loss of Limited Liability

Investors may lose limited liability in certain circumstances if, contrary to the provisions of the Partnership Agreement, they are deemed to have taken part in the control or management of the business of the project. Also, investors are liable, as a matter of law, to return to the Partnership such part of any amounts distributed to them as may be necessary to restore the capital of the Partnership to the amount existing before such distribution if, as a result of any such distribution, the Partnership is unable to pay debts incurred prior to such distribution.

Potential Indemnification Obligations

Under certain circumstances, The Partnership might be subject to indemnification obligations in favour of the General Partner, its directors, officers, shareholders and employees. The Partnership will not carry any insurance to cover such potential obligations and, to the General Partner's knowledge, none of the foregoing parties will be insured for losses for which investors have agreed to indemnify them. Any indemnification paid by the Partnership would reduce projected returns.

CANADIAN SECURITIES LAW CONSIDERATIONS

Purchase and Resale Restrictions

The Units are being offered on a private placement basis in reliance upon prospectus exemptions under applicable securities legislation in Ontario. Resale of the Units will be subject to restrictions under applicable securities legislation, which will vary depending upon the relevant jurisdiction. Generally, the Units may be resold only pursuant to an exemption from the prospectus requirements of applicable securities legislation, pursuant to an exemption order granted by appropriate securities regulatory authorities or after the expiry of a hold period following the date on which the Partnership becomes a reporting issuer under applicable securities legislation. It is not anticipated that the Partnership will become a reporting issuer. In addition, investors reselling the Units may have reporting and other obligations. Accordingly, investors are advised to seek legal advice with respect to such restrictions. Resale of Units is also restricted under the terms of the Partnership Agreement. Accordingly, each prospective investor must be prepared to bear the economic risk of the investment for an indefinite period.

Each subscriber for Units will be required to deliver to the Partnership a subscription form in which such subscriber will represent to the Partnership that such subscriber is entitled under applicable provincial securities laws to purchase such Units without the benefit of a prospectus qualified under such securities laws.



LEGAL MATTERS

Important Disclosures

CANADIAN SECURITIES LAW CONSIDERATIONS (continued)

Statutory Rights of Action for Purchasers in Ontario

Ontario Securities Commission ("OSC") Rule 45-501 - Exempt Distributions ("Rule 45-501") provides that if a seller delivers an offering memorandum to a prospective investor in connection with a trade made in reliance on the "accredited investor" exemption, the statutory right of action referred to in section 130.1 of the Securities Act (Ontario) (the "OSA") will apply and must be described in the offering memorandum. 14

Section 130.1 of the OSA provides that if this offering memorandum, together with any amendments hereto, contains a misrepresentation, a purchaser resident in Ontario who purchased the Units during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the Partnership. If the purchaser purchased the Units from the Partnership and is still the owner of the Units, the purchaser may elect to exercise a right of rescission against the Partnership, in which case the purchaser ceases to have a right of action for damages against the Partnership. However, the foregoing rights are subject to the following:

- (a) The Partnership will not be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;
- (a) In the case of an action for damages, the Partnership will not be liable for all or any portion of the damages that the Partnership proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon;
- (b) In no case will the amount recoverable in an action exceed the price at which the Units were offered;
- (c) No action may be commenced to enforce a right of rescission more than 180 days after the date of the transaction that gave rise to the cause of action; and
- (d) No action may be commenced to enforce a right for damages more than the earlier of (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action or (ii) three years after the date of the transaction that gave rise to the cause of action.

Forward-Looking Information

Certain statements made in this Investment Opportunity are "forward-looking statements" regarding the plans and objectives of the Partnership for future operations and anticipated results of operations. For this purpose, any statements contained herein or incorporated herein that are not statements of historical fact may be deemed to be forward-looking statements. Without limiting the foregoing, the words, "believes", "anticipates", "proposes", "plans", "expects", "intends", "may" and similar expressions are intended to identify forward-looking statements. Such statements are based on current expectations that involve known and unknown risks, uncertainties and other factors, including but not limited to those described herein, that may cause actual results, performance or achievements of the Partnership to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Partnership's plans and objectives are based on assumptions involving the success of the offering described in this Investment Opportunity and the development of its business. Although Go-To Developments Holdings Inc., the Partnership and the general partner of the Partnership believes that their assumptions are reasonable, any of the assumptions could prove inaccurate. In light of the significant uncertainties inherent in the forward-looking statements made herein, particularly in view of the fact that the Partnership and its general partner are newly organized and have no operating history, the inclusion of such information should not be regarded as a representation or warranty by Go-To Developments Holdings Inc., the Partnership, its general partner or any other person that the objectives and plans of the Partnership will be achieved. The historical performance of similar investments that Go-To Developments Holdings Inc., the Partnership or the general partner of the Partnership and the success of their strategies and objectives are subject to a number of mitigating fact



SECTION I

PROJECT OVERVIEW



Summary

Go-To Developments is seeking equity capital for Go-To Spadina Adelaide Square LP (the "**Partnership**"), a limited partnership that owns the Adelaide Square development project (the "**Project**") located in Toronto's downtown core at Adelaide St. West at Spadina Ave.

The preliminary development plan for the Project is a 47-storey mixed-use highrise building featuring a 6-storey podium of retail and office space, with the remaining floors dedicated to residential rental apartment units with modern aesthetics designed by world-renowned architects and interior designers.

Adelaide Square will be a signature development in Toronto's highly desired Downtown West neighbourhood and represents an exciting investment opportunity for high-net-worth investors.

The Partnership will own the Project until Site Plan Approval is obtained (estimated 18 - 24 months), at which point it will be divested to a new limited partnership entity for the construction, leasing and stabilization phases of the development (the "Second Phase Partnership"). Investors will have the opportunity to roll their interest in the current Partnership into the Second Phase Partnership, at their option.





Proposed Development

355 Adelaide St. W. / 46 Charlotte St.	
The assembled properties have a land area of 0.312 acres, or 13,620 sq. ft.	
47-storey mixed-use development including residential apartments and commercial/retail	
340 residential 30 office/retail	
330,000 sq. ft. proposed Gross Floor Area (GFA)	
The subject site is zoned CRE in By-law 569-2013 and RA in By-law 438-86. Both designations permit a wide range of residential and non-residential uses. The permitted height is 30.0 metres under both by-laws, so a Zoning By-law Amendment (ZBA) application is required to accommodate a height of 140-145 metres (45-47 storeys).	
The Partnership acquired the properties in April 2019 for \$74.25 million. A ZBA application is expected to be submitted by early June 2019. The Company estimates that the ZBA will be approved within 18 to 24 months.	

Go-To Developments has obtained multiple third-party feasibility opinions that support the development plan outlined below (see Appendix 'A').

Outstanding Location

The Project lies within the Downtown West neighbourhood in a prominent location within the entertainment district, and also within walking distance to the Financial District.

A number of additional amenities, including a Shoppers Drug Mart, an LCBO and numerous banks, restaurants, bars and other popular destinations are also within close proximity to the Project.

The Project is within close proximity to St. Andrew Subway station and generally has very good TTC access.

Due to these characteristics, potential redevelopment of the subject property to a high density mixed use development is considered to be excellent.



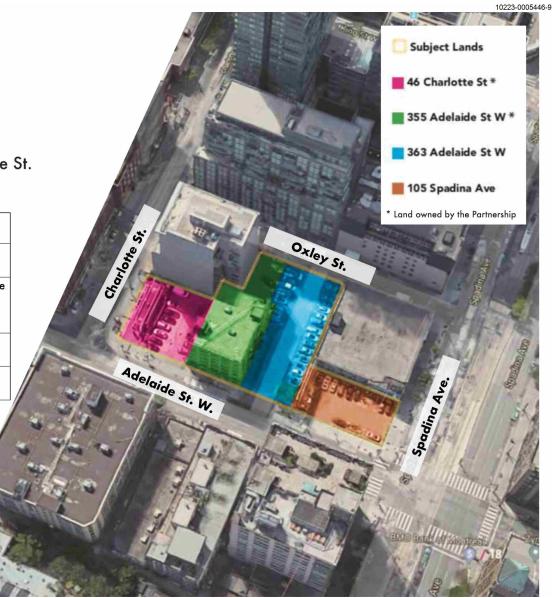


Subject Lands

The assembled properties are 46 Charlotte St. and 355 Adelaide St. West, just east of Spadina Ave.

ADDRESS	LOT AREA (square metres)	FRONTAGE	EXISTING CONDITION
46 Charlotte St. (owned by Partnership)	560.55	±23m on Adelaide St. W. ±24m on Charlotte St.	Privately-Operated Surface Parking Lot
355 Adelaide St. W. (owned by Partnership)	700.60	±21m on Adelaide St. W. ±9m on Oxley St.	Contains 6-storey heritage office building, which is listed on the City's Heritage Property Inventory
363 Adelaide St. W.	828.62	±15m on Adelaide St. W. ±22m on Oxley St.	Toronto Parking Authority Surface Parking Lot
105 Spadina Ave.	459.46	±15m on Spadina Ave. ±30m on Adelaide St. W.	Toronto Parking Authority Surface Parking Lot

355 Adelaide has a current rental income of \$1.16 million with demolition clauses in each of the leases.





Land Acquisition

- The Partnership closed the acquisition of the Project property in April 2019.
- Go-To Developments and its partners in the Project (see Section III) have collectively invested approximately \$19.8 million of the total \$27 million equity required.

Partnership Sources & Uses of Capital (\$ millions)

Sources		Uses	
Equity – third-party investors	\$ 7.5	Acquisition of land	\$ 74.3
Equity – Atria Development	3.0	Interest reserves & other fees	9.9
Equity – Adelaide Square Developments	16.8	Land transfer tax	3.0
1 St Mortgage	48.3	Cost to Achieve ZBA & SPA	2.0
2 nd Mortgage	13. <i>7</i>		
	\$ 89.2		\$ 89.2



PROJECT OVERVIEW

Investment Opportunity

Partnership Key Terms

Legal Entity	Go-To Spadina Adelaide Square LP
Security Type	Limited Partnership Units ("Units")
Target Amount	• Up to \$12,000,000
LP Preferred Return	 Return of initial investment plus: \$4 Million - 15%, or \$6 Million - 17%, or \$8 Million - 18%, or \$12 Million - 20% (Non-compounded per annum)
Term	 Approx. 18 to 24 months to obtain Site Plan Approval and divest the Project.
Second Phase Partnership	 Once the Project achieves Site Plan Approval, it will be divested by the Partnership to the Second Phase LP for the construction, leasing and stabilization phases. The purchase price be be based on third-party appraisals by well-known, reputable real estate firms and/or third-party offers from arms-length developers.
	 Investors in the Partnership will be given the option to participate in the Second Phase Partnership.
Reporting	December 31st Audited annual financial statements
	 Unaudited internal quarterly financial statements and semi-annual narrative reports
Collateral	 Investors will hold Limited Partnership units. Property is acquired in the Limited Partnership name. Investors have indirect economic interest in the property.
Right of First Refusal	Investors will be given the right of first refusal to bid on certain products used in the construction phase.



SECTION II

ABOUT THE DEVELOPER: GO-TO DEVELOPMENTS

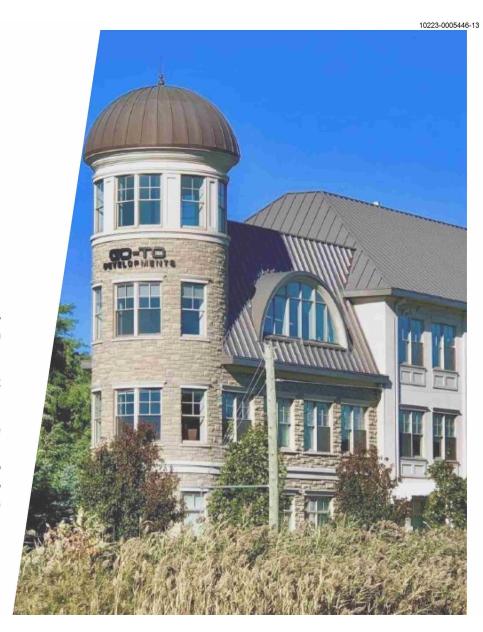
Go-To Developments



Go-To Developments Holdings Inc. is a real estate development company that has established partnerships with Ledcor Group, Gillam Group and Capital Build Construction Management Corp., reputable builders in Toronto and the surrounding cities.

Our team is made up of professionals who have an extensive background in identifying risk in projects and developing controls to manage the risk.

Our primary focus is to seek real estate opportunities that bring high rates of returns while managing our risk exposure, which enables us to pass on attractive returns to our investors. Our primary activity includes the acquisition of land in sought after communities in Toronto and the surrounding cities and towns. Once we acquire the land, we proceed to develop and construct single-family homes, townhomes and mid- and high-rise condominiums for the strong and growing residential community.





Current Projects

To date, Go-To Developments has completed funding for the purchase of properties for ten (10) projects, in various stages of development, in the following cities and towns:

- Toronto: Adelaide & Spadina 47-storey mixed-use high-rise building
- Richmond Hill: Major Mackenzie 31 townhouse units
- Stouffville: Aurora Road 36 estate homes on a total of 38 acres of land
- Niagara Falls: Eagle Valley Mid-rise condominium (106 units)
- Vaughan: Islington Avenue 43 townhouse units
- St. Catharines: Glendale Avenue Mid-rise condominium (248 units)
- Niagara Falls: Chippawa Mid-rise condominium (121 units) + three-storey townhouses (9 units)
- Hamilton: Stoney Creek 507 units consisting of mid-rise condo, semi-detached homes, townhouses and detached homes
- St. Catharines: Beard Place 3.45 acres with medium-density zoning allowing 48 condo units
- Georgetown (divested): Property acquired to build townhomes in 2013 but subsequently sold in December 2015 to take advantage of appreciated land values



Driven By Strong Leadership

Oscar Furtado, President & CEO

- Founded Go-To Developments in 2013
- Previously Vice President at Royal Bank Financial Group (2000-12) in various Finance and Project Management roles
- Chartered Accountant (CA) / Certified Public Accountant (CPA)
- Bachelor of Commerce, University of Toronto (1986)

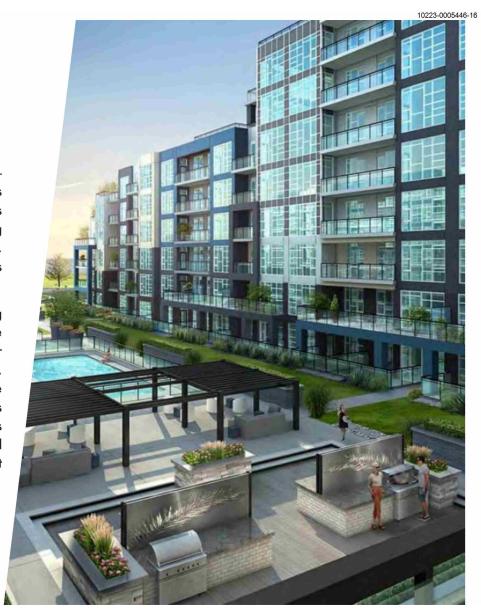
A Senior Executive with more than thirty years of experience in increasingly senior and influential roles within the real estate and financial services industry. Experienced in negotiating successful complex real estate residential purchases for development in Toronto and the surrounding cities. Strong risk, control, auditing and accounting knowledge coupled with excellent organizational and communication skills. Effective at managing multiple projects. Proven ability in setting strategic direction, combined with the management of day-to-day operational and project requirements. Consistently identified and achieved efficiency and effectiveness enhancements in processes and improvements in financial performance. Results oriented, with extensive experience in establishing and leading high-performing teams within challenging projects and initiatives.



Vision

Go-To Developments was founded by Oscar Furtado with a unique vision to develop first-class communities that embrace the very neighbourhoods they inhabit. Despite numerous accomplishments, Oscar left his senior and highly influential role in the financial services industry to pursue his true passion – to utilize his wealth of experience in negotiating successful complex real estate purchases to bring growth and profits to those around him. Over his 30 years of experience, Oscar built a network of robust relationships with investors and builders that serve as the foundation of the Company today.

What sets Go-To Developments apart from other developers in the GTA is the unwavering dedication to bring value to each and every one of our stakeholders – no matter the scope of their investment. We didn't achieve this overnight. Rather, we continuously refined our model with the ultimate goal of building a seamless platform – with relationships at its core. From day one, we've been focused on the big picture, carefully selecting partners who share our vision of excellence and integrity. We are guided by a code of conduct that keeps us true to our own high standards because we believe transparency breeds the trust that is integral to our principles. Our team has an extensive background in identifying risk and developing controls to manage it. It's what helps us make the tough decisions – the right decisions – to yield only the best possible results.





SECTION III

PROJECT PARTNERS



High-Quality Partners

Go-To Developments has partnered with several reputable firms on the Adelaide Square project.

ROSARIO VARACALLI



Architects



Construction Management



Financing



Legal



Auditor



Accounting

ADELAIDE SQUARE

PROJECT PARTNERS

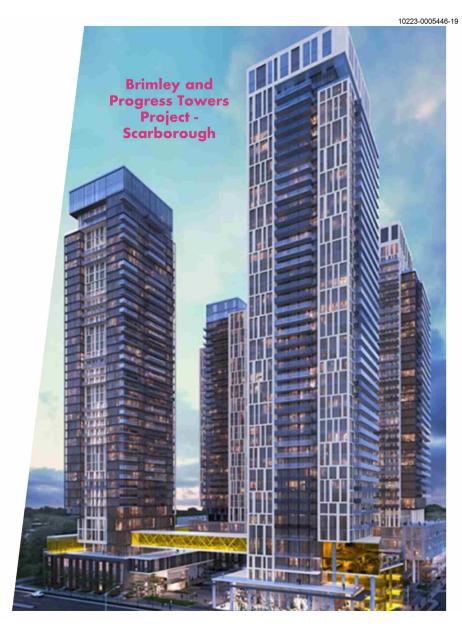
Atria Development



For the past 35 years Atria Development has been redeveloping properties for residential, commercial and industrial use across the GTA, particularly in Toronto's downtown eastern core. Atria's ventures include converting abandoned buildings into affordable, functional studio lofts for living and working. The company has a long and proud history of spotting potential and breathing new life into neglected buildings and overlooked neighbourhoods.

Atria is a family-owned company led by Hans Jain and Vipin Jain, whose father, Gyan (John), an engineer originally from India, launched the property development and management firm more than three decades ago. Today, Atria Development continues to revitalize, renew and bring new life to industrial urban areas. Our tenants and homeowners are the motivating forces behind the successful, caring company we are today.

Atria's management team benefits from in-house experience that spans all stages of the development process: land acquisition and assembly, planning and approvals, sales and marketing, financing, construction, occupancy and long-term leasing. Over nearly 20 years, Atria has completed a variety of projects from retrofit industrial buildings to newly built residential condominiums.



Atria Development

Featured Upcoming Projects



1680 Brimley Road, Scarborough

- 4.5 acre development site adjacent to the Scarborough Town Centre and LRT.
- Approved for four towers totalling 1,591 residential units with retail
- Green roofs throughout the complex on rooftops and amenity levels
- Underground and above-grade parking
- Pool, gym, rooftop patios, BBQ



80 Bond Street, Oshawa

- 369 luxury rental units for lease in the heart of downtown Oshawa.
- Steps from the YMCA and featuring great amenities that include party room, outdoor terrace with BBQ's and a 24-hour concierge.
- Construction starting May 2019.

Past Completed Projects

- 100 Bond St., Oshawa 239 Luxury Rental Suites
- Parkwood Residences, Oshawa 120 Condos
- · Central on Emma, Oshawa 20 Rental Suites
- Garment Factory Lofts, Toronto 153 Lofts
- I-Zone Live Work Lofts, Toronto 104 Lofts
- Senlac Homes, Toronto 3 Eco-Modern Homes
- Kimberly Court Townhomes, Toronto 7 Homes
- 1 Million Sq. Ft. repurposed Industrial Space

Other Upcoming Projects

- Leslieville, Toronto 1,500 Suites
- The Rays, Leslieville 10 Modern Homes
- North Beach, Toronto 15 Stacked Towns
- 1386 Kingston Road, Hunt Club 30 Units
- Oshawa (Current) 250 Condos
- Oshawa (Beyond) 611 Condos
- 120 Metcalfe Road, Aurora 331 Condos
- Y-Loft, Peterborough 136 Luxury Rental Suites



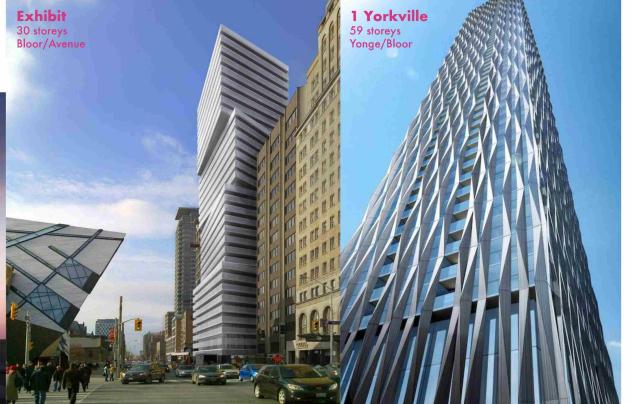
Architect

ROSARIO VARACALLI

33 years of design and construction

Over 80 buildings and 1.5 million sq. metres designed and built Several high-profile condo projects in Toronto's busiest neighbourhoods







Goldmount Capital



Extensive knowledge and over 20 years experience in the financial world allows Goldmount Capital to provide us with a focused and assured customized level of service that delivers the best results in the industry.

Goldmount Capital's goal is to provide a level of service that creates a new standard of excellence, to help us make informed and well-educated decisions in our financing transactions. Their approach is simple yet effective.

They educate, inform and provide us with the right tools and guide us through the process of the entire transaction. Goldmount Capital gives us the benefit of experience to negotiate the best rate, term and product.

Their solid reputation and expertise in their craft; combined with their extensive network of contacts and a true love of the profession makes Goldmount Capital an excellent choice as they are an agent of integrity.

Goldmount Capital has access to a variety of mortgage products and services as they deal with many lenders. Because of this, they are able to search for products from a variety of lenders, including banks, trust companies, insurance companies and credit unions, for the one that offers the best product, rate and terms for our particular needs.

Construction Financing

Goldmount Capital offers construction loan facilities for both development and re-development projects.

Bridge and Mezzanine Financing

Goldmount Capital provides us with access to bridge loans for short term needs.



APPENDIX A

DEVELOPMENT PLANNING OPINIONS

MHCB



Based on the above review and analysis of the applicable statutory policies, urban design guidelines, as well the contemplated planning framework for the subject lands and the immediate area, we provide the following planning opinion.

Based on the surrounding context, it is our opinion that a 47 storey mixed-use development, with an approximate gross floor area of 330,000 to 350,000 square feet, would be an appropriate fit for the subject lands, subject to following the various urban design policies and guidelines that apply to the subject lands.

This proposal will also follow many of the guiding principles outlined in the Tall Building Design Guidelines to ensure that it fits within its context, minimizes its local impact and embraces an appropriate tower format.

Please do not hesitate to contact us if you have any questions or require clarification.

MHBC

David A. McKay, MSc, MCI Vice President & Partner

Goodmans

Goodmans

Barristes & Solicitors

Bay Adelaide Centre - West Tower 333 Bay Steet, Suite 3400 Turonto, Ontario MSH 257

Telephone 416.979.2211 f acumile: 416.979.1234 goodmans.ca

Direct Line: 416.597.4299 dbronskil Wigoodmans ca

January 7, 2019

Our File No.: 000031

Via Email

Atria Development Corp. 6 Carlaw Avenue, 2nd Floor Toronto, ON M4M 2R5

Attention: Hans Jain, President

Dear Sirs/Mesdames

Re: 355 Adelaide Street West & 46 Charlotte Street, City of Toronto

As requested, I am providing my preliminary opinion regarding the development potential of the properties known municipally in the City of Toronto as 355 Adelaide Street West and 46 Charlotte Street (the "Poperty").

Summary Conclusion

The Property is an appropriate location for a tall building. A rezoning application to achieve a tall building with a height of between 140 metres and 145 metres (approximately 45-47 storeys) is supportable and would have a strong likelihood for approval whether by the City of Toronto or the Local Planning Appeal Tribunal ("LPAT").

Please note that achieving this height and/or density would require implementation of certain built form matters, such as tower setbacks, building setbacks and tower stepbacks, and appropriate conservation of the Property's cultural heritage resources.

Background Material

My opinion is based on a review of the Growth Plan for the Greater Golden Horseshoe (2017), the Provincial Policy Statement (2014), the City of Toronto Official Plan (the "City OP"), the King/Spadina Secondary Plan (the "Secondary Plan"), the City of Toronto Tall Building Guidelines, the King-Spadina Heritage Conservation District Plan (the "HCD Plan"), an aerial map and the materials provided to us by you. I have also reviewed other development approvals

Goodmans

Page 2

in the vicinity of the Property, 1 including the LPAT decision that refused a 41-storey proposal for only a portion of the Property (46 Charlotte Street).

Discussion

The Property is located in the Downtown and Central Waterfront on Map 2 (Urban Structure) of the City OP. This is one of the areas identified for growth in the City. In particular, the downtown is expected to accommodate the highest buildings and greatest intensity. The Property's proximity to public transit, community facilities, places of empoyment, retails stores/services and places of entertainment makes it well-suited for redevelopment and intensification.

The Property is also designated as Regeneration Areas, which is a designation for growth in the City OP. Certainly, the Regeneration Areas designation would permit the proposed use of the Property as a mixed-use tall building. However, this designation also requires development to be guided by the applicable secondary plan, which for the Property is the above-noted Secondary Plan.

The Secondary Plan is intended to attract new investment to the area through a mixture of compatible land uses. It does not contain any maximum density or height limits, but guides redevelopment through a number of built form policies. The key considerations will be the extent of intensification (i.e., height) acceptable for the Property, setbacks to adjacent properties and heritage conservation.

The following policy considerations from the City OP and the Secondary Plan would guide the development of the Property for a tall building:

- The Secondary Plan although not in a specific policy has been implemented by the City to achieve a downward gradation of tower heights from east (the Financial District) to west (Spadina Averuse). The contemplated height would fall within this "clothesline".
- · A review of potential shadow impacts on parks and open spaces should be completed.
- The "Downtown Tall Buildings: Vision and Supplementary Design Guidelines" technically do not apply. Instead, the City would apply the City-wide Tall Building Guidelines to evaluate any proposed tower, particular regarding tower setbacks, tower floor plate size and podium stepbacks (including for heritage conservation).
- The City would also seek to apply Official Plan Amendment No. 352 and the associated zoning by-law amendments to seek a 12.5 metre setback from any property line and/or centreline of an adjacent street for the tower.²

¹ Tower heights in the area generally transition down from the Financial District to the west. The City attempts to provide a "clothesline" from the Shangri-La to various buildings on the east side of Spadina Avenue.

Goodmans

Goodmans

Page 3

- The City would seek the retention or replacement of any existing office uses on the Property as part of a mixed-use intensification proposal.³
- The City would seek "permeability" of the Property through protection of laneways and mid-block connections and expansion of pedestrian linkages.

The potential application of the HCD Plan is a further and important consideration for the development potential of the Property. Although under appeal and not in-force and effect, the HCD Plan is being applied by the City within the Secondary Plan area as a means of implementing the heritage policies in the City OP. The HCD Plan not only identifies cultural heritage resources within the District but also provides policies and guidelines for redevelopment. These policies – found in Section 6 and Section 6 – will provide specific guidance regarding the conservation of the existing heritage resources and their incorporation into any intensification proposal.

The entire Property is designated under Part V of the Ontario Heritage Act as a result of the HCD Plan. Further, as applied to the Property, a portion of the Property (355 Adelaide Street West) is identified as being "contributing" to the District's cultural heritage value. The balance of the Property (46 Charlotte) is identified as "non-contributing".

The LPAT decision regarding 46 Charlotte Street refused the 41-storey proposal for that portion of the Property. Among the important findings:

- Although the LPAT found the proposal to be "an elegant slim building", the LPAT found the proposal to be overdevelopment "on a very small property".
- The LPAT found an insufficient setback from the property line with 355 Adelaide Street West
- The LPAT found the proposal would restrict adjacent sites from developing in a similar manner.
- The LPAT found the proposal made "limited contribution to the public realm...considering the degree of intensification".

Goodmans

Page 4

However, the Property represents a larger consolidation and an opportunity to address the reasons in the LPAT decision for refusal of that rezoning application. In particular, the consolidation of properties addresses setback deficiencies of the previous proposal while allowing an opportunity for public realm improvements. It also results in a de facto "block plan" that ensures an appropriate approach to redevelopment of the block. Our understanding is that appropriate tower setbacks can now be achieved.

Conculsion

Based on a review of the materials noted above, it is my opinion that a rezoning application to achieve a tall building with a height of between 140 metres and 145 metres (approximately 45-47 storeys) is supportable and would have a strong likelihood for approval whether by the City of Toronto or the LPAT.

The Property (as a larger consolidation) is an appropriate location for a tall building. Please note that achieving this height and/or density would require implementation of certain built form matters, such as tower setbacks, building setbacks and tower stepbacks, and appropriate conservation of the Property's cultural heritage resources.

Please let me know if further clarification is required.

Yours truly,

Goodmans LLP

David Bronskill DJB/

6888D9

² Although these planning instruments are under appeal, City staff is apply them as if they are in-force and effect. 1 am not aware as to whether an appeal was filled segarding the application of these planning instruments to the Proposery.

³ The City would base this request, in part, on Policy 3.5.1(9) in Official Plan Amendment No. 231. Again, although CPA 231 is under appeal, City saff Engaph the policy as if it is in force and effect. I am also not aware as to whether an appeal was filed regarding the application of OPA 231 to the Property.

⁴ Again, I am not aware as to whether an appeal was filed regarding the application of the HCD Plan to the Property.
⁵ A contributing property is defined: "A property, structure, landscape element or other feature of an HCD that supports the identified cubural heritage values, character and integrity of the district." We note that 355 Adebide Street West is also listed on the City's Heritage Register (Describer 5, 2017).



WND Associates

memorandum



To: Mr. Hans Jain Atria Developments

From: WND Associates

RE: 355 Adelaide Street West & 46 Charlotte Street

City of Toronto

Project No.: 19.504

Date: January 9, 2019

This memorandum provides a summary of the policy context and an opinion of the development potential of the site known municipally as 355 Adelaide Street West, 46 Charlotte Street, and 16 Oxley Street in the City of Toronto (the "subject site"). The subject site is an assembly of three parcels within the King-Spadina Secondary Plan Area in Downtown Toronto, and currently contains, respectively, a 6-storey heritage office building, and a surface parking lot.

Physical Description and Area Context

The subject site consists of two adjacent lots, known municipally as 355 Adelaide Street West, 46 Charlotte Street, and 16 Oxley Street, located in the King-Spadian neighbourhood of Downtown Toronto. The subject site is approximately 1,265 square metres (13,620 square feet) in area, and is located at the southwest corner of Adelaide Street West and Charlotte Street, with a small frontage (approximately 9 metres) on Oxley Street.

The subject site is located just east of Spadina Avenue, the major north-south thoroughfare in the King-Spadina district of Downtown Toronto. Generally, King-Spadina is marked by an eclectic mix of land uses and architectural styles. East of Spadina, the built form has become increasingly dense and tall. Residential and non-residential uses located in towers are common, often alongside (or incorporating) mid-rise heritage industrial buildings. Generally, heights step down from east to west. The greatest heights are concentred near the district's eastern edge (where it borders the Financial District), and mid-rise and more modest tall buildings are more common west of Spadina Avenue.

Key Designations

The following is a list of designations, regulations and other relevant identifications applying to the subject size:

Walker, Nott, Dragicevic Associates Limited 90 Eglinton Avenue East, Suite 970 Toronto, ON M4P 2Y3 Tel. 416.968.3511 Fax. 416.960.0172 admin@wndplan.com www.wndplan.com

- Located in the "Downtown and Central Waterfront" area on Map 2: Urban Structure of the Official Plan:
- Adelaide Street West is designated a "Major Street" with a right-of-way width of 20 metres on Map 3: Right-of-Way Widths Associates with Existing Major Streets of the Official Plan;
- . Designated "Regeneration Areas" on Map 18: Land Use of the Official Plan;
- . Designated Mixed Use Areas 1 Growth on Map 41-3 of the proposed Downtown Secondary Plan;
- Adelaide Street is identified as part of a Priority Cycling Route on Map 41-12 of the proposed Downtown Secondary Plan;
- Part of a "Cultural Precinct" and the "Downtown Film Precinct" as identified on Maps 41-14 and 41-15 of the proposed Downtown Secondary Plan:
- The existing building at 355 Adelaide Street West is listed as a "contributing" heritage property under the King-Spadina Heritage Conservation District (currently under appeal);
- Designated part of the East Precinct and in a Mixed Use Area 1 on Maps 16-1 and 16-2 of the proposed draft King-Spadina Secondary Plan;
- A potential mid-block pedestrian connection is identified immediately west of the subject site, connecting Adelaide Street West and Oxley Street on Map 16-4B of the proposed draft King-Spadina Secondary Plan.
- Identified as being part of Height Transition Zone I on Map 16-5 of the proposed draft King-Spadina Secondary Plan;
- Zoned CRE (x74) with a permitted height of 30.0 metres in By-law 569-2013;
- Zoned RA with a permitted height of 30.0 metres in By-law 438-86

Policy Discussion

Official Plan

The subject site is designated Regeneration Areas in the City of Toronto Official Plan. This is a generally flexible land use designation that permits a wide range of commercial and residential uses. Broadly speaking, the subject site is located in the Downtown and Central Waterfront Area in close proximity to higher-order transit, namely the separated Spadina streetcar (110 metres), the King streetcar transit priority route (130 metres), and Osgoode subway station (740 metres). Provided the typical development criteria is met, redeveloping the subject site with a tall building would generally be in conformity with the policies of the Official Plan.

King-Spadina Secondary Plan and Heritage Conservation District

The subject site is located within the King-Spadina Secondary Plan area. The in-force Secondary Plan dates to 1996, and is a relatively general and high-level document that encourages redevelopment and reinvestment, including residential intensification, while maintaining heritage structures and vibrant street scapes. The in-force secondary plan does not contain any specific height or density requirements.

Currently, City staff are preparing an update to the King-Spadina Secondary Plan, which is in the public consultation stage with a draft plan released. In the draft plan, the subject site is identified as being in the East Precinct, and in the Mixed Use Areas 1 designation, which generally corresponds to the same

designation in the Downtown Secondary Plan, as discussed above. This area is intended to accommodate significant growth, and is planned to be the location of the greatest concentrations of height and density. The subject site is also located in <a href="https://linearing.org/linearing-in-ar

In addition to the King-Spadina Secondary Plan, Council has also approved a new King-Spadina Heritage. Conservation District, which is currently under appeal and therefore not in force. Under the HCD plan, the existing building at 35S Adelaide Street West is of the "Commercial Detached" typology, and is considered a "contributing property". Any application on this property will require a Heritage Impact Assessment report as part of the submission, and likely the building's partial retention.

Policy 6.11.1 of the HCD plan states that "additions to contributing properties shall conserve the primary structure's three-dimensional integrity as seen from the public realm". Policy 6.11.2 states that "additions to contributing properties shall be designed in a manner which is of their time, complementary to and distinguishable from the contributing property". Policy 6.11.7 explicitly prohibits the cantilevering of additions into any required setback or stapback of a contributing property. Policy 6.11.9 states that "additions to contributing Commercial Detached properties shall only be permitted when the proposed addition conserves the whole building". It also notes that generally, the streetwall height should be maintained through the use of stepbacks for the addition. However, the HCD plan specifically does not provide numerical values in terms of the stepbacks or permitted height of additions, which is to be determined on a case-by-case basis.

In summary, the subject site is within a growth designation under the Official Plan and under Provincial Policy would be considered to be an excellent candidate for intensification. Emerging height transition policies will likely factor into discussions with the City as will be discussed in greater detail below. Additionally, the redevelopment of the subject site, under the HCD plan, would require the retention of the three-dimensional façade of the heritage building, at a minimum, and we would strongly recommend that a heritage expert be consulted on this issue given the emerging heritage policy framework.

Downtown Secondary Plan

The TOCore (Downtown Secondary Plan) was approved by Council in July, 2018, and is currently with the Province for approval. Accordingly, it is not considered to be in force. However, staff will be using the policies of the new Downtown Secondary Plan to evaluate any application.

Generally, the subject site is located in the Mixed-Use Areas 1 designation, which is the highest order of land use in the plan, and is anticipated to accommodate significant growth. Policy 6.21 states that Mixed Use Areas 1 will accommodate the greatest heights and densities. Policy 6.23 states that these areas are to "include a diverse range of building typologies, including tall buildings, with height, scale and massing, dependent on the site characteristics".

Policies 6.8 to 6.11 contain specific direction for development within King-Spadina. Policy 6.8 states that redevelopment in King-Spadina will provide the greater of 25 per cent of total GFA as non-residential GFA,

2



WND Associates

or the full replacement of all non-residential GFA. It is noted that development in Mixed-Use Areas 1 is generally to include a high proportion of non-residential uses.

In terms of housing, policy 11.1 provides standards for the provision of larger units, including the provision of 15% of units as 3-bedrooms, 10% as 2-bedrooms, and an additional 15% as a mix of 2- and 3-bedroom units.

In summary, redeveloping the subject site with high rise residential and commercial uses would conform with the emerging policies of the Downtown Secondary Plan. That being said, there are a number of policies that will need to be addressed, particularly those addressing the retention and expansion of non-residential uses.

Zonina

The subject site is zoned CRE in By-law 569-2013 and RA in By-law 438-86. Both designations permit a wide range of residential and non-residential uses. The permitted height is 30.0 metres under both By-laws. Any application for a tall building will require amendments to the zoning by-laws in order to accommodate additional height, and specific development standards, as is typical of most new development in this district and citywide.

Potential Issues

Below is a summary of some potential issues that will need to be addressed by a rezoning application.

Heritage Preservation

The existing building at 355 Adelaide Street West is a listed heritage building and it is almost certain that staff will ask for its retention. Furthermore, based on policies in the proposed Secondary Plans, and the HCD plan, this retention will likely have to consist of a "three-dimensional" retention of the building, rather than only the façade. In addition, staff will not accept a tall building that cantilevers over a heritage building, and will likely require some form of stepback. We would strongly recommend that a heritage expert be retained to provide an opinion with respect to an achievable form of preservation.

Non-Residential GFA Replacement

As noted in the discussion of the Downtown Secondary Plan, it is likely that staff will ask for a replacement of the existing office GFA. Including a hotel component as part of a proposed redevelopment would likely satisfy this requirement.

Tower Separation/Setbacks

The City of Toronto Tall Building Design Guidelines recommend a setback of 12.5 metres from a proposed tower to a lot line abutting another lot, with the goal of achieving a 25-metre tower separation distance. On the subject site, this is unlikely to be achievable given the size of the site and the adjacent 12-storey building, which the City would consider a "tall" building. There is significant precedent for staff accepting

lesser separation distances, particularly in the Downtown and Central Waterfront. Nonetheless, this will likely be an issue brought up by staff; however, based on discussions with you, staff have advised you that a taller podium that matches the height of 36 Charlotte may be appropriate. If this opinion is maintained this issue may be less problematic than it otherwise could be. On the west side a 12.5 metre setback is not being provided in plans we have reviewed and this may be a more significant issue given the potential developability of the TPA site (363-365 Adelaide Street West), Inclusion of the TPA site into the development site will greatly assist in mititatins this issue.

Opinion Regarding Development Potential

In summary, in our opinion the subject site has the ability to accommodate a singular tall building, in a manner that conforms with the in-force policy framework. Based on our review, a mid 40-storey height may be achievable based on the existing and emerging policies and precedent development in the area, subject to review of potential impacts that could arise from such a height, including shadowing in particular. A number of other issues also would need to be addressed, including the development standards found in the Tall Building Design Guidelines, as well as heritage matters, and the emerging policies of two proposed Secondary Plans, including replacement of the non-residential uses.

It should be noted that the Local Planning Appeal Tribunal, under the previous OMB rules, has recently rejected a rezoning application for a 46-storey on a portion of this site. This does not automatically preclude the development of the subject site, which is larger and thus more likely to be able to accommodate a tall building of this scale, but is nevertheless an important consideration. Furthermore, any appeal of a new rezoning application will be under the new LPAT rules, which comes with inherent uncertainty.

This is Exhibit "57" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONFIDENTIAL May 5, 2021

COMPELLED INTERVIEW OF ANTHONY MAREK

- 1 be directed for Go-To Developments, and I think it
- 2 was for the Royal Bank of Canada somewhere.
- MR. NASTER: I believe we have
- 4 provided a document dated September 24th, 2019, an
- 5 email from Mr. Furtado to Mr. Marek forwarding
- 6 wire transfer instructions.
- 7 MS. COLLINS: Right. But I'm
- gives just wondering how Mr. Marek knew where to send
- 9 his wire.
- 10 MR. NASTER: I believe if you
- look at the document of September 24th, 2019, that
- is the information where he was supposed to send
- the money. I can't pull up the document because
- we're using my computer, but it would be -- you
- have it, though. September 24th. It would be
- either a document 262 or 263.
- 17 BY MS. COLLINS:
- 18 213 Q. Okay. So Mr. Furtado
- 19 told you where to send the funds?
- 20 A. Correct.
- 21 214 Q. What did he tell you
- about what they needed the money for?
- A. Didn't tell me anything.
- He was just wondering if I wanted to invest in the
- 25 project.

Page 104

COMPELLED INTERVIEW OF ANTHONY MAREK

1	Q. I see. So did you ask
2	him what your funds would be used for?
3	A. No, I didn't.
4	Q. Did he tell you what your
5	funds would be used for?
6	A. No, he didn't.
7	217 Q. Okay.
8	MR. NASTER: Could I ask, did
9	you understand that they were to be used for Go-To
10	Developments?
11	THE INTERVIEWEE: Yes, Go-To
12	Developments. It's a
13	MR. NASTER: That's what you
14	were investing in?
15	THE INTERVIEWEE: That's what
16	I was investing in. I wasn't privy to any other
17	background information.
18	BY MS. COLLINS:
19	Q. Okay. It appears that in
20	November 2019, the investments made by North
21	Maroak and West Maroak were repapered to be
22	investments in your personal name. Do you recall
23	that?
24	A. Yes, I do.
25	Q. What was the reason for

CONFIDENTIAL May 5, 2021

COMPELLED INTERVIEW OF ANTHONY MAREK

1	\$12 million investment in Go-To Spadina Adelaide,
2	Mr. Marek; correct?
3	A. That's correct. Based on
4	the evidence that I have seen in the last week
5	with the bank documentation that was part of our
6	due diligence, being to piece together, subsequent
7	to a lot of the issues, who are the players here.
8	Q. Right. And I just want
9	to confirm you spoke with Ms. Collins about
10	this previously, but before you made that
11	\$12 million investment in September 2019, were you
12	given any information about why the limited
13	partnership required \$12 million at that time or
14	how they were going to spend the \$12 million that
15	you were going to invest?
16	A. No.
17	MS. COLLINS: Mr. Baik, can
18	you pull up what was marked as Exhibit 3 this
19	morning, document 5206?
20	Again, just to direct you,
21	Mr. Marek, this is an email from Mr. Raffaghello
22	of March 15th, 2019, where he indicates that he
23	has worked up an Excel analysis, and we looked at
24	this this morning. Mr. Baik, if you can scroll to
25	the second page of this exhibit, which is the

1	Reporter. As Exhibit 18 on this examination, it's
2	an email chain between Mr. Furtado and Mr. Marek
3	ending August 26th, 2019, bearing our document
4	number 5272 as the short form. Exhibit 18.
5	EXHIBIT NO. 18: Email
6	chain between Mr. Furtado
7	and Mr. Marek ending
8	August 26, 2019.
9	BY MS. HOULT:
10	Q. You did, in fact, meet
11	with Mr. Furtado on August 27th, 2019, Mr. Marek?
12	A. That is correct.
13	353 Q. You met him at the Go-To
14	Developments office?
15	A. In their boardroom.
16	Q. Was anyone else besides
17	yourself and Mr. Furtado present at that meeting?
18	A. To the best of my
19	recollection, I think it was just the two of us.
20	Q. Okay. Can you please
21	tell me what you recall from that meeting, what
22	the discussion was?
23	A. Just a brief introduction
24	to one another once again after not speaking for a
25	while. Maybe ten minutes of just small chitchat

1	before we got into the documentation which they
2	presented to me he presented to me as a
3	prospectus of where the future of this project is
4	going with respect to the building, the architects
5	that were in play, what is the direction and
6	timing of the total project.
7	After probably about
8	15 minutes of back and forth and explanation of
9	the scope of the project and the build-out, we
10	spoke about the financing component, what they
11	were looking for. They was a structured component
12	in, if I recall, 6, 8, 10, 12 million value at a
13	certain percentage, and I think the maxed out
14	percentage was 20 percent of 12 million.
15	I said basically further to
16	that, let me see what my appetite is. Let me look
17	at the document and see what sort of monies I have
18	available to invest in the site if I want to
19	invest in it.
20	Q. Okay. I think you
21	mentioned that Mr. Furtado reviewed a document
22	with you. You referred to it as a prospectus. Is
23	that the document we have sometimes referred to
24	also as a brochure?
25	A. Correct. It's the one

1	with the building on it and it has Go-To
2	Developments and it has, I would say, 20 pages on

- 3 it, if you will. If had a coloured photo of
- 4 Adelaide Square or something on that, and I think
- 5 the back had all the components of the
- 6 sub-consultants or the consultants that were in,
- and just a brief review of the company people and
- 8 what the development will entail.
- 9 357 Q. Okay. Were there any
- 10 other documents that Mr. Furtado shared with you
- during that August 27th, 2019, meeting?
- 12 A. I would say no.
- 13 358 Q. Okay. You mentioned
- Mr. Furtado gave you some background on where the
- project was headed. If I may summarize, next
- steps. Did you have an understanding as to why
- 17 the LP was raising money in August and September
- 18 of 2019?
- 19 A. In order to pay its
- 20 consultants and the development fees and going
- 21 forward with the project.
- 22 359 Q. How did you come to that
- 23 understanding?
- A. Just by an explanation of
- the development process, fees that are applicable,

1	consultants that they have to pay, and the full
2	thread or scope of the project. And they were
3	looking for a set value, and I think it was up to
4	\$12 million and they were doing the maximum payout
5	of 20 percent at \$12 million.
6	Q. So did Mr. Furtado tell
7	you the project needed equity or was raising
8	equity to pay consultants and development fees?
9	Is that something he told you expressly?
10	A. He said that they needed
11	another \$12 million to flow through to complete
12	the project.
13	Q. Did you ask Mr. Furtado
14	any questions during the August 27th, 2019,
15	meeting? Did you have any questions for him?
16	A. Probably something along
17	the lines of timing: How long will the LP last?
18	What is the duration of it? I don't recall many
19	other questions I had with respect to it. Maybe I
20	asked who the architect was, what is the size of
21	the building, what are the units going to be,
22	like, are they going to be one or two bedrooms?
23	Just basic shell questions on what the condo is
24	going to look like. You know, are they going to
25	sell the project before once they get approval?

1	And all those questions had future answers when
2	the approvals would come in, so there were no
3	solid answers for any of the questions that I
4	asked.
5	Q. About how long was the
6	meeting on August 27th, 2019, if you recall?
7	A. Say, an hour.
8	Q. You mentioned Mr. Furtado
9	obviously showed you this brochure
10	A. Correct.
11	Q. Did he give you a copy of
12	the brochure to take away?
13	A. Yes.
14	Q. Okay. Did he give you
15	any other documents to take away from that
16	meeting?
17	A. At that point in time, no
18	other documents.
19	Q. Okay. What were the next
20	steps following that August 27th meeting? What
21	was contemplated to be the next steps following
22	that meeting?
23	A. For me to review the
24	document and to see what sort of appetite I had to

invest from a monetary perspective and if I had

25

This is Exhibit "58" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.

Expires March 22, 2024.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	redirection, was April 15th from Adelaide Square
2	Developments. So he knew what this was about very
3	clearly, no doubt in my mind.
4	Q. Why did you reflect it as
5	"Equity - Adelaide Square Developments", 16.8?
6	Why is it reflected in that way?
7	A. I just explained it to
8	you, that the money was sent from Adelaide Square
9	to him, so that's why the person that put the deck
10	together wrote down the word "Adelaide Square
11	Developments", because it was Anthony Marek's
12	money. Had not been paid back to him. It was
13	sitting in Adelaide Square to pay him back. That
14	was the purpose of it. Could have been worded
15	better. Could have been. But that is what we did
16	at the time. But it was very clear to him what we
17	did.
18	Q. When you spoke to
19	Mr. Marek in September 2019, what, if anything,
20	did you tell him about the intended uses of the
21	additional equity that you were raising at that
22	time?
23	A. In the meetings when
24	Mr. Marek came in the second time to invest, which

is the 12 million, we told him we were raising 12

COMPELLED INTERVIEW OF OSCAR FURTADO

1	million and we showed him the schedule. If you go
2	to the next page you'll see it in this deck. We
3	walked him through this deck.
4	MR. MANN: Keep going. Keep
5	talking.
6	THE INTERVIEWEE: Okay. So we
7	showed him the payout schedule. We told him we
8	are raising equity for the LP. We didn't get into
9	the details of what the money was to be used for.
10	We just said for the LP. He didn't want care
11	to know what the use of funds were. His entire
12	focus was he wanted to spend all his time on this
13	page right here. And the returns are outlined on
14	this page.
15	If you want me to continue the
16	conversation, part of the conversation was you
17	don't need to invest all the 12 million. He said,
18	"Oh, no, will I get the higher return and the full
19	amount if I invest the full amount?" His entire
20	focus was on this, not on what the use of funds
21	were.
22	Q. We can close that
23	document, Mr. Baik.

September 2019, one of the things that you offered

When Mr. Marek invested in

24

25

This is Exhibit "59" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.

Expires March 22, 2024.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	incorrect?
2	A. That is an error. It was
3	incorrect. It's an oversight everyone missed.
4	Q. Okay. Do you have any
5	knowledge or belief as to why that appeared in
6	this MOU?
7	A. The lawyers on both sides
8	put this together and it was an error.
9	Q. We can close that
10	document, Mr. Baik. Can we open up Exhibit 2,
11	Mr. Baik?
12	So this, we looked at earlier
13	this morning, is the September 2019 information
14	document that was given to Mr. Marek. I'm going
15	to direct you to page 10 of this document,
16	Mr. Furtado.
17	At the time this document was
18	prepared, Adelaide Square Developments Inc. had
19	not invested any equity into the Go-To Spadina
20	Adelaide LP?
21	A. Correct.
22	Q. So is this document also
23	an error, given that it says in the "Partnership
24	Sources and Uses of Capital" chart, "Sources",
25	"Equity - Adelaide Square Developments", 16.8?

COMPELLED INTERVIEW OF OSCAR FURTADO

1	A. This document was to
2	reflect the transaction the closing transaction
3	of April 4th, 2019. When the page was presented
4	to Anthony Marek, there was clear reference to
5	this line where I informed him that that
6	represented his 16.8 million, and the reason
7	Adelaide Square Developments was recorded there is
8	because he was being paid back through them. It
9	was clearly made clear to him that that is all
10	that was, was his own money, and he said yes,
11	okay, and we went on to the next page. I remember
12	that clearly.
13	Q. Why is it listed as
14	"Equity" next to "Adelaide Square Developments",
15	Mr. Furtado?
16	A. Because Anthony Marek's
17	investment on the closing date was equity.
18	Q. Above the chart it says:
19	"Go-To Developments and
20	its partners in the
21	project have collectively
22	invested approximately
23	19.8 million of the total
24	27 million equity
25	required." (As read)

COMPELLED INTERVIEW OF OSCAR FURTADO

1	A. Anthony Marek
2	MR. MANN: There is no
3	question.
4	BY MS. HOULT:
5	Q. But at the time of this
6	presentation in September 2019, Mr. Marek's equity
7	investment had been redeemed; correct?
8	A. Correct.
9	Q. And Go-To Spadina
10	Adelaide LP had entered into a demand loan
11	agreement with Adelaide Square Developments to
12	repay those monies; correct?
13	A. Correct.
14	Q. So there was no equity
15	investment by Adelaide Square Developments of
16	16.8 million.
17	A. As I said earlier, this
18	page was to reflect the April 4th transaction. It
19	clearly states land acquisition, April 4th cash
20	flow, the sources of funds and use of funds. And
21	it was made very clear to Mr. Marek from the
22	meeting with him in this boardroom that the 16.8
23	was his money and it was equity. His money and
24	his equity return was April 5th, the day after.
25	And also cash movement, it appears from the

COMPELLED INTERVIEW OF OSCAR FURTADO

1	redirection, was April 15th from Adelaide Square
2	Developments. So he knew what this was about very
3	clearly, no doubt in my mind.
4	Q. Why did you reflect it as
5	"Equity - Adelaide Square Developments", 16.8?
6	Why is it reflected in that way?
7	A. I just explained it to
8	you, that the money was sent from Adelaide Square
9	to him, so that's why the person that put the deck
10	together wrote down the word "Adelaide Square
11	Developments", because it was Anthony Marek's
12	money. Had not been paid back to him. It was
13	sitting in Adelaide Square to pay him back. That
14	was the purpose of it. Could have been worded
15	better. Could have been. But that is what we did
16	at the time. But it was very clear to him what we
17	did.
18	Q. When you spoke to
19	Mr. Marek in September 2019, what, if anything,
20	did you tell him about the intended uses of the
21	additional equity that you were raising at that
22	time?
23	A. In the meetings when
24	Mr. Marek came in the second time to invest, which

is the 12 million, we told him we were raising 12

This is Exhibit "60" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

- 1 Mr. Naster the same question of -- unless
- 2 Mr. Marek can tell me now -- when he first
- 3 received a copy of this brochure from Go-To
- 4 Developments or Mr. Furtado.
- 5 MR. NASTER: I believe he
- 6 answered that question. That was at the meeting
- of August 27th, the brochure.
- 8 BY MS. HOULT:
- 9 414 Q. Yeah, so --
- 10 A. Sorry.
- 11 415 Q. Okay. So this brochure
- 12 that is part of what we have marked at Exhibit 20
- is the one that you received at the meeting of
- 14 August 27th, 2019?
- A. Correct.
- 16 416 Q. Okay. Mr. Furtado
- 17 reviewed this brochure with you on August 27th,
- 18 2019; correct?
- 19 A. Correct.
- 20 417 Q. And you have told me
- 21 earlier today about what occurred in that meeting
- of August 27th, 2019. So I would like to draw
- your attention to a particular page of this
- brochure, which is page 10 of the brochure itself,
- which is at page 76 of this Exhibit 20.

1	Do you see what is marked as
2	10 in the upper left-hand corner of the brochure
3	on the screen, Mr. Marek?
4	A. Yes.
5	Q. Did Mr. Furtado review
6	this particular page of the brochure with you at
7	the August 27th, 2019, meeting?
8	A. I would say it was
9	skimmed over as a project overview. I wouldn't
10	say that we went through each particular point on
11	the left or right-hand side.
12	Q. Okay. To the best of
13	your recollection, what did Mr. Furtado tell you
14	about this page of the brochure?
15	A. That these were the land
16	acquisition costs.
17	Q. Any further details?
18	A. No further details.
19	Q. Among other things, this
20	page 10 of the brochure says that Go-To
21	Developments and its partners in the project
22	collectively invested approximately 19.8 million
23	in equity in the project, in the second bullet.
24	Do you see that statement which I've summarized?
25	A. Yes.

1	Q. What, if anything, did
2	Mr. Furtado tell you on August 27th, 2019, or at
3	any time before you made your \$12 million
4	investment about that statement?
5	A. My question to him was
6	I was just wondering who the investors were, and
7	he did his historical friends and family and
8	anybody that has invested in my previous projects
9	have all made money and nothing has failed.
10	Again, he stated that without mentioning any names
11	that these were all friends and family within the
12	partnership.
13	Q. Was that a discussion you
14	had with Mr. Furtado on August 27th, 2019?
15	A. I would suggest that I
16	asked him on that date.
17	Q. You asked him certainly
18	before you made the \$12 million investment who the
19	investors were?
20	A. Yes.
21	Q. There is a chart on this
22	page 10 of the brochure called "Partnership
23	sources and uses of capital". Do you see that
24	chart?
25	A. Yes, I do.

1	426	Q.	What, if anything,
2	Mr. Marek, did Mr.	Furta	ado tell you about the line
3	in that chart that	says	"Equity - Adelaide Square
4	Developments", 16.	8?	
5		Α.	Nothing.
6	427	Q.	Did you say nothing?
7		Α.	That is correct.
8	428	Q.	Did Mr. Furtado tell you
9	that the 16.8 list	ed ne:	xt to Adelaide Square
LO	Developments was t	he 16	.8 million that you
L1	invested in April	2019?	
L2		Α.	No, he didn't.
L3	429	Q.	Did you understand that
L 4	to be the case before	ore y	ou made your \$12 million
L5	investment in Sept	ember	2019?
L 6		Α.	No, I didn't.
L7	430	Q.	Did Mr. Furtado tell you
L8	that the 16.8 was	liste	d beside Adelaide Square
L9	Developments in th	is cha	art because your
20	\$16.8 million inve	stmen	t was being paid back
21	through Adelaide So	quare	Developments?
22		Α.	No, he didn't.
23	431	Q.	Did Mr. Furtado tell you
24	that you were goin	g to	or had been paid back by
25	Adelaide Square De	velopi	ments at any time prior to

1	your \$12 million investment in September 2019?
2	A. No, he didn't.
3	Q. Did Mr. Furtado tell you
4	or did you otherwise understand that Adelaide
5	Square Developments was an equity investor in the
6	Adelaide Square project?
7	A. No, he didn't.
8	Q. Were you told or did you
9	have any understanding that the Go-To Adelaide
10	Square LP owed a loan to Adelaide Square
11	Developments as a result of the repayment of your
12	\$16.8 million investment?
13	A. No, I didn't.
14	Q. You didn't have an
15	understanding of that?
16	A. I had no knowledge of it.
17	Q. And then obviously you
18	were not told that?
19	A. That is correct.
20	Q. We can remove that
21	document from the screen, Mr. Baik. Mr. Marek,
22	you have spoken to me a bit about what you
23	understood about those who were invested in the
24	Adelaide LP project before you made the

\$12 million investment in late September 2019. I

25

This is Exhibit "61" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS



Business Account Statement

September 3, 2019 to October 1, 2019

Account number:

How to reach us:

Please contact your RBC Banking representative or call $\begin{array}{c} 1\text{-}800\text{-Royal}^{\circledcirc}2\text{-}0\\ (1\text{-}800\text{-}769\text{-}2520)\\ \text{www.rbcroyalbank.com/business} \end{array}$

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Opening balance on September 3, 2019	\$36,509.49
Total deposits & credits (10)	+ 13,367,461.16
Total cheques & debits (15)	- 12,308,603.29
Closing balance on October 1, 2019	= \$1,095,367.36

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			36,509.49
05 Sep	BR TO BR - 1532		17,165.89	53,675.38
06 Sep	Activity fee	12.19		53,663.19
09 Sep	Funds transfer credit		10,315.96	
	Funds transfer fee	17.00		63,962.15
12 Sep	BR TO BR - Debit Memo 0533 Transfer to Go-To Developments Holdings	20,000.00		43,962.15
18 Sep	BR TO BR - 1532		446.01	44,408.16
19 Sep	BR TO BR - 0533		250,000.00	
	Misc Payment		20,100.44	
	Cheque · 41	16,950.00		
	Cheque · 40	33,060.27		
	Cheque · 39	116,358.90		148,139.43
20 Sep	Cheque · 38	678.58		147,460.85



Business Account Statement

September 3, 2019 to October 1, 2019

Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
26 Sep	Deposit 0042		12,000,000.00	
	Insurance CAFO Inc CAFO INC	4,932.93		12,142,527.92
27 Sep	Funds transfer credit		10,315.96	9.
	Funds transfer fee	17.00		-
	Cheque - 42	1,253.62		12,151,573.26
30 Sep	Deposit 0043		1,000,000.00	
	Cheque - 49	6,126.85		
	Cheque - 43	8,475.00		13,136,971.41
01 Oct	Deposit 0044		41,951.01	
	Rent/Lease		17,165.89	
5	Funds transfer SCHNEIDER RUGGI	12,000,045.00		
	Mortgage Canadian Mtge	92,200.95		
	Cheque - 45	8,475.00		1,095,367.36
	Closing balance			1,095,367.36

Account Fees: \$46.19

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- · Help with your personal banking needs
- And more

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date. Please retain this statement for your records. Additional copies will be subject to a nominal fee.

®Registered trademarks of Royal Bank of Canada.

Royal Bank of Canada GST Registration Number: R105248165.

Royal Bank	Distriction of the videoffer	DATE		INITIALS	~	DETAILS	CASH	
	1.0	26	09 19	4.01	X	X 5		
ST OF CHEQUES	LIST OF CHEQUES	40			<u>_</u>	X 10		
hst Margak Dv. 6,000,000,00			<u> </u>			X 20		ì
forth Marock Des 6,000,000,00	<u> </u>					× 50		
						X 100		<u> </u>
						COIN		1
				•		CON CASH TOTAL		i
	CHEQUES	TOTAL D	12 0	00,000	00	CHEQUES TOTAL	12 ,600 000	. 00
in the fact that	US CASH	TOTAL D		OF TROO		RATE	>	
O-TO SPADINA ADELAIDE	US CHEQUES	TOTAL \$; ·			RATE	>	
QUARE INC.			TO	TAL # OF	02	151	2 000 000	87
			CI Accoun		7		2,000,000	1
Transet No.	aveamon word	Ţ	AUUS	. no	} :			

Virtual Endorsement

DSPTR: 00932-003 CSID: 3192694367114300932 TXNID: 1

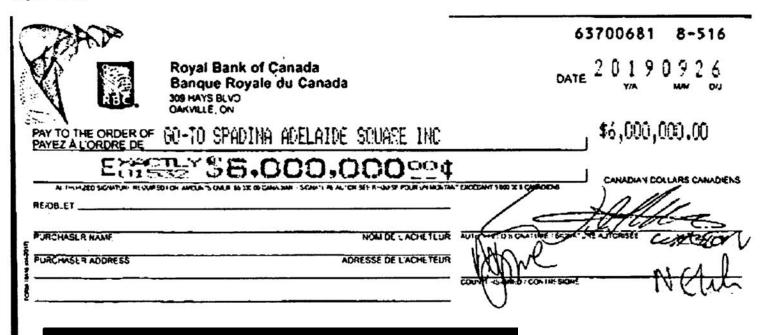
SCANSES: 114,607,005

ITMSEQ: 1 CHANID: 003 APPCD: 5900

DSPCUR: CAD TEFDT: 26/09/19 OPID: 324250307

Proc Date: 2019/09/26 \$0.00 ISN#: 9933856700

(Page 1 of 4)



Proc Date: 2019/09/26 \$6,000,000.00 ISN#: 9933856702

81 (4) A0450 TO 2 PA 1 A 5 PE 6 1 1 0 3 PE (6 0 A 1) 1 PE 200 A

THE REPORT OF THE PROPERTY OF

The state of the s

Virtual Endorsement

DSPTR: 00932-003 CSID: 3192694367114300932

TXNID: 1

SCANSES: 114,607,005

ITMSEQ: 2 CHANID: 003 APPCD: 5900

DSPCUR: CAD TEFDT: 26/09/19 OPID: 324250307

Deposit to the Credit of **90-TO SPADINA ADELAIDE** SQUARE INC.

Endorsement - Signature or Stamp Endossement - Signature ou timbre

BACK / VERSO

Proc Date: 2019/09/26 \$6,000,000.00 ISN#: 9933856702

(Page 3 of 4)



Royal Bank of Canada Banque Royale du Canada 309 HAYS BLVD OAKVILLE, ON

63700680 0-516

DATE 20190925

PAYTO THE ORDER OF GO-TO SPADINA ADELAIDE SOUARE INC. PAYEZ À L'ORDRE DE

\$5,000,000.00

\$5,000,000994 Executy English CANADIAN DOLLARS CANADIENS ALTON THE STORE THAT THAT HE WAS A SECOND STORE AND AND AND A SECOND SEC RE/OBJET PURC-ASER NAME NOM DE L'ACHETELR AUTHO PURCHASER ADDRESS

ACRESSE DE L'ACHETEUR

Proc Date: 2019/09/26 \$6,000,000.00 ISN#: 9933856703

Virtual Endorsement

DSPTR: 00932-003 CSID: 3192694367114300932

TXNID: 1

SCANSES: 114,607,005 ITMSEQ: 3 CHANID: 003 APPCD: 5900

DSPCUR: CAD TEFDT: 26/09/19 OPID: 324250307

Deposit to the Credit of **GO-TO SPADINA ADELAIDE** SQUARE INC.

Endorsement - Signature or Stamp Endossement - Signature ou timbre

to the second of A COMMON TO COME A MET.

JOHN TO A COMMON TO COME

TO COME TO COME TO COME

TO COME TO COME

TO COME TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO COME

TO CO C Martin Process No. of the Control of the Control

BACK / VERSO

Proc Date: 2019/09/26 \$6,000,000.00 ISN#: 9933856703

Page 1 of 1

ROYAL BANK OF CANADA OAKVILLE ON-W CHURCHILL BR

M5H 3V1

Instruction Code:

ROYAL FUNDS TRANSFER 2019 OCT 01

Branch Ref No		Value Date Send Ref	2019 OCT 01
Payment Amount\$ Client Rate Conversion Amount\$	12,000,000.0	OO CAD Charges For Serial No	
Wire Payment Fee Collected \$	45.0	00 CAD	
Not Present Fee\$	0.0	00 CAD	
IBAN Fee\$	0.0	00 CAD	
Total Fees\$	45.0	00 CAD	
Client Pays Amount\$	12,000,045.0	00 CAD SRF Client No	333735389
Ordering Customer: GO-TO SPADINA ADELAIDE SQUAR SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5	/INV/1	tance Information: REAL ESTATE TRANSACTI	ION
SOLE-OWNER	KVILLE ON-W CHURCH		Account
Intermediary Institution:	Accoun	nt With Institution:	
Beneficiary Account:	THE TO	004 19922) ORONTO-DOMINION BANK IDE & YORK DELAIDE STREET WEST TO	ON CA
Beneficiary Customer: SCHNEIDER RUGGIERO SPENCER MILBURN 1000-120 ADELAIDE STREET WEST TORONTO, ONTARIO	/ACC/ //SCH	r To Receiver Informa FULL BENEFICIARY NAMM NEIDER RUGGIERO SPENG BURN LLP IN TRUST	3:

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank). RBC may, in its discretion and without notice to you, delay in making the payment or decide not proceed with the payment, in which case RBC shall

RBC will not be responsible for any loss or damage suffered by you except where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action. In making the payment, your personal or business information and information on the will travel, the information related recipient, may be revealed to third parties. Since the page 100932h603 is located or

to it will be subject to the laws of the jurisdiction in

processed at that time SIGNATURE (S):

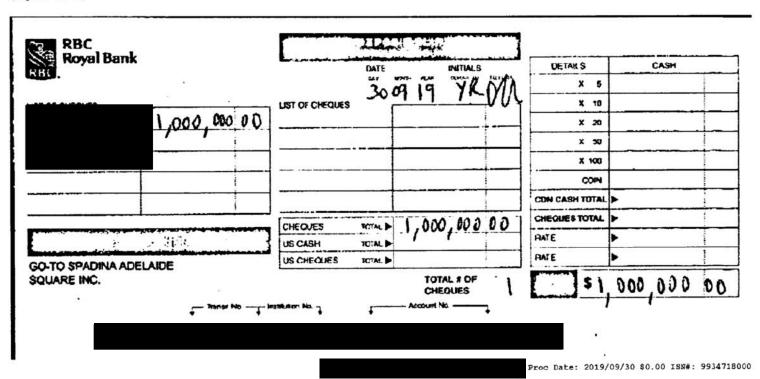
refund of the payment amount and any applicable fees.

AS & WINSTON CHURCHILL PRANCH

19

ROYAL BANK OF CANADA

https://webocc2.fg.rbc.com/secureapp/yxb0/ftfx/R2RReceiptPrintPopUp.jsp?year=2019&month=9&day=... 10/1/2019



- 1 111

Virtual Endorsement

DSPTR: 00932-003

CSID: 1192734875033900932

TXNID: 1

SCANSES: 114,905,769

ITMSEQ: 1 CHANID: 003 APPCD: \$900

DSPCUR: CAD TEFDT: 30/09/19 OPID: 328061650

Proc Date: 2019/09/30 \$0.00 ISN#: 9934718000

1 - 11 1

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS 89696757 The Toronto-Dominion Bank 2019-09-30 150 SANDALWOOD PARKWAY EAST DATE YYYYMNOO BRAMPTON, ON L6Z 1YS 2117-89696757 Transit-Serial No. Pay to the Go-To Spadina Adelaide Sq. Inc \$**1,000,000.00 ***ONE MILLION************************* Canadian Dollars Authorized signature required for amounts over CAD \$5,000.00 RILLES The Toronto-Dominion Bank Toronto, Ontario Canada MSK 1A2 OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT CHER BUYING HALL FOR DIMAND DHALLS ON CANADA

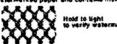
Proc Date: 2019/09/30 \$1,000,000.00 ISN#: 9934718002

Virtual Endorsement

DSPTR: 00932-003 CSID: 1192734875033900932

TXNID: 1 SCANSES: 114,905,769 ITMSEQ: 2 CHANID: 003 APPCD: S900

DSPCUR: CAD TEFDT: 30/09/19 OPID: 328061650



Printer ID#1011F-B

Deposit to the Credit of 80-TO SPADINA ADELAIDE SQUARE INC.

Endorsement - Signature or Stamp

BACK/ENDOS

Proc Date: 2019/09/30 \$1,000,000.00 ISN#: 9934718002

This is Exhibit "62" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario,

Ontario Securities Commission.

Expires March 22, 2024.

Schedule "A"

Re: Summons to Oscar Furtado, dated March 31st, 2021

1. All documents and correspondence relating to any debts, including but not limited to loans, between any Go-To Developments entity, Oscar Furtado, or any entity controlled by him and Adelaide Square Developments Inc ("ASD"), including but not limited to agreements, directions, memos, letters, emails, notes, text messages, and documents evidencing payments (including any receipts of funds and repayments).

There is only one loan between any Go-To Developments entity, Oscar Furtado, or any entity controlled by him and Adelaide Square Developments Inc ("ASD").

Please see attached a Demand Loan Agreement dated April 4^{th} 2019 signed between Go-To Spadina Adelaide Square LP and ASD for the principal amount of \$19,800,000 at a monthly interest only payment of \$50,000 until January 1^{st} 2020 after which monthly interest only payments become \$100,000 until April 4^{th} 2023. See Attached Demand Loan Agreement.

Below are the details of the loan balance, related repayments and interest accruals:

Date	Transaction			
April 4 th 2019	Principal loan balance recorded		19,800,000	
	Interest for the month of April and May 2019 (\$50,000 per month)		100,000	
June 4 th 2019	Payment by ASD on behalf of Go-To Spadina Adelaide Square LP	(a)	500,000	
	Interest for the month of June, July, August and September 2019 (\$50,000 per month)		200,000	
October 1st 2019	Partial repayment of loan by Go-To Spadina Adelaide Square LP	(b)	(12,000,000)	
October 3 rd 2019	Partial repayment of loan by Go-To Spadina Adelaide Square LP (including interest of \$200,000)	(c)	(700,000)	
	Interest for the month of October, November and December 2019 (\$50,000 per month)		150,000	
	Interest for the year 2020 – 12 months (\$100,000 per month)	(d)	1,200,000	
	Outstanding loan balance as of December 31st 2020		9,250,000	

- a) As previously explained to the OSC on July 24th 2020 (Question #6 (K)&(H) in response to the summons dated June 24th 2020), on June 4th 2019, ASD paid \$500,000 on behalf of Go-To Spadina Adelaide Square LP to Building and Development Mortgages ("FAAN") (Total payment of \$1,000,000 was made with respect to Density Clause Bonus). See attached copy of the wire transfer receipt dated June 4th 2019.
- b) On October 1st 2019, partial repayment of loan by \$12,000,000 was made by Go-To Spadina Adelaide Square LP through its bank account as identified in the RBC bank statements that OSC has on file. Funds were transferred to ASD's lawyer Schneider Ruggiero Spencer Milburn LLP ("SRL"). See attached copy of the wire transfer receipt dated October 1st 2019.
- c) On October 3rd 2019, another partial repayment of loan by \$700,000 (includes accrued interest of \$200,000) was made by Go-To Spadina Adelaide Square LP through its bank account as identified in the RBC bank statements that OSC has on file. Funds were transferred to ASD's lawyer Schneider Ruggiero Spencer Milburn LLP (SRL). See attached copy of the wire transfer receipt dated October 3rd 2019.
- d) Interest on demand loan has been accrued, in accordance with the demand loan agreement dated April 4th 2019, for the period from January 1st 2020 to December 31st 2020 amounting to \$1,200,000.

This is Exhibit "63" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

1	BY MS. HOULT:	
2	Q. All right. So I	
3	understand that the Go-To Spadina Adelaide I	GP has
4	paid some repayments on the demand loan alre	eady,
5	Mr. Furtado; is that correct?	
6	A. Yes, it has.	
7	Q. Okay. And in partic	cular,
8	a payment of \$12 million on October 1st, 201	19, and
9	\$700,000 on October 3rd, 2019. Are those ar	nounts
10	correct?	
11	A. If you're reading for	com
12	the reconciliation we provided the Securitie	es
13	Commission and the dates, then that answer	ls yes.
14	Q. Okay. Have there be	en
15	any further payments on the demand loan sind	ce
16	October 2019?	
17	A. I don't recall offha	and.
18	Q. You don't recall if	the
19	LP has made any further loan repayments to	
20	Adelaide Square Developments?	
21	A. Correct.	
22	Q. Okay. Can you pleas	se
23	advise me following the examination if there	e have
24	been any further payments?	
25	U/A MR. MANN: Take it under	

1	advisement.
2	BY MS. HOULT:
3	Q. When Go-To Spadina
4	Adelaide LP made loan repayments on this demand
5	loan, to whom did the LP direct the funds?
6	A. If I recall, the funds
7	were directed to Schneider Ruggiero.
8	Q. Okay. Why were the
9	payments made to Schneider Ruggiero?
10	A. My understanding is they
11	were the new solicitors representing Adelaide
12	Square Developments.
13	Q. Sorry, you said they were
14	the what solicitors representing Adelaide?
15	MR. MANN: He said they were
16	the new solicitors representing Adelaide Square
17	Developments.
18	BY MS. HOULT:
19	Q. Okay. And why do you say
20	new solicitors representing Adelaide Square
21	Developments? Who were the old solicitors?
22	A. My understanding, again,
23	is that Concorde Law was representing them
24	initially.
25	Q. Okay. Who are the Go-To

1	Spadina	LP's	contacts	regarding	the	demand	loan?
---	---------	------	----------	-----------	-----	--------	-------

- 2 If you're going to be making payments, whether
- 3 interest or principal or you have questions about
- 4 it, who do you deal with in relation to the loan?
- 5 A. Alfredo Malanca.
- 6 294 Q. Okay. What is his role
- 7 at Adelaide Square Developments?
- 8 A. I don't know. I just
- 9 know he is the contact person.
- 10 295 Q. Okay. Why did Go-To
- 11 Spadina Adelaide LP make a \$12 million payment on
- this loan in October of 2019?
- 13 A. As I've previously said,
- our goal was to raise equity to pay down our
- debts, and the sooner, the better, because
- interest rates were escalating.
- 17 296 Q. Okay. So this loan has a
- 18 fixed monthly interest payment; correct?
- 19 A. Correct.
- 20 297 Q. Right. Why did you pay
- 21 12 million in October 2019? The loan was not yet
- 22 due.
- 23 A. If you look at the
- interest payment, there's an escalating payment.
- 25 So the faster you pay off the full loan, the

1	better it is.
2	Q. The interest payments are
3	fixed if any portion of the loan remains
4	outstanding.
5	A. If you scroll down, I
6	believe there is an escalating interest rate after
7	a certain period of time. You're only looking at
8	the beginning part. There's an escalation
9	someplace
10	MR. MANN: You have the
11	document speaks for itself. You asked Mr. Furtado
12	why a certain payment was made, and you have his
13	evidence. We're not going to sit here and go
14	beyond that. You asked him why the payment was
15	made. He has indicated to you why it was paid on
16	that day and what his understanding was.
17	BY MS. HOULT:
18	Q. Was there any demand from
19	ASD to make a loan payment at that time? It being
20	October 2019 or thereabouts.
21	A. There was no demand, no.
22	MS. HOULT: All right. We can
23	take that document off the screen. It may be an
24	appropriate time to take the lunch break if that
25	works for everyone.

This is Exhibit "64" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

RE DIRECTION RE FUNDS

TO:	Schneider Ruggiero Spencer Milburn LLP
RE:	Adelaide Square Developments Inc. dividend distribution relating to the properties municipally known as 355 Adelaide St. W., Toronto, Ontario 46 Charlotte St., Toronto, Ontario
NO.	41351

YOU ARE HEREBY AUTHORIZED AND DIRECTED to pay the proceeds in the above-noted transaction as follows regarding partial dividend payments:

FURTADO HOLDINGS INC.

\$6,000,000.00

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED at Toronto this 30 day of September 2019

ADELAIDE SQUARE DEVELOPMENTS INC.

Name: Angelo Pucci

Title: President/ Secretary

I have authority to bind the Corporation

This is Exhibit "65" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS



Business Account Statement

RBBDA30000_5935885 E D 00932 00154
FURTADO HOLDINGS INC.
SUITE 301
1267 CORNWALL ROAD
OAKVILLE ON L6J 7T5

September 3, 2019 to October 1, 2019

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

 Opening balance on September 3, 2019
 \$1,988.23

 Total deposits & credits (1)
 + 6,000,000.00

 Total cheques & debits (3)
 - 30.00

 Closing balance on October 1, 2019
 = \$6,001,958.23

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			1,988.23
06 Sep	Activity fee	4.50		
	RoyalDirect Fee	8.50		1,975.23
01 Oct	Funds transfer credit TT SCHNEIDER RU		6,000,000.00	
	Funds transfer fee TT SCHNEIDER RU	17.00		6,001,958.23
***************************************	Closing balance			6,001,958.23

Account Fees: \$30.00



Business Account Statement

September 3, 2019 to October 1, 2019
Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- · Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date. Please retain this statement for your records. Additional copies will be subject to a nominal fee.

*Registered trademarks of Royal Bank of Canada.

Royal Bank of Canada GST Registration Number: R105248165.

This is Exhibit "66" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Web Business Banking

Page 1 of 1

Wire Paymen			heir
Create Payme	nt - Confirma	tion	Print this page
Created From Template	Due Date	Value Date	Payment Must be Sent to TD by:
	10/01/2019	10/01/2019	10/01/2019 05:00 PM Eastern Time (ET)
Benefick	ary's Name		Beneficiary's Account
AKM HOLDINGS CO	RP		
Payment Amoun		Payment ID	Created on:
6,000,000.00 CAL	oh,	97881191001003	01/10/2019 02:36 PM ET

Create Another Payment

Print this page

Privacy Policy | Internet Security | Legal | CDIC member TD Commercial Banking - Copyright © TD

(Server ID: basmwap20_node:WP_CreatePayment_Confirmation.jsp)

This is Exhibit "67" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

24	Actual amount of eligible dividends		at the second	Mary at the Committee			Cré dit fé dé ral		Anné e				
1		25 Tax	able amount of eli	gible dividends	26	Dividend tax cr divid	redit for eligible lends	13 Inte	erest from	Canadia	n sources	18 Capital ç	gains dividends
١	fontant có al des disides de la	Mon	tant imposable des	s dividendes	C-4	imn@ === =	idender 2/ · · ·	nás					
10 M	fontant ré el des dividendes dé terminé : Actual amount of dividends	11	de termine Taxable amount o	s f dividends	40 Di	vidend tax cre	videndes dé termi edit for dividends	Title i	rê ts de so port Code				sur gains en capita
10	other than eligible dividends 6,388,087,00	ш	other than eligible	dividends	الكا "	other than elig	gible dividends		O Code	22 Re	suplent ide.	ntification numbe	er 23 Recipient
	Montant ré el des dividendes	Mon	tant imposable des	dividendes	Cré	dit d'impôt po	our dividendes	Codo o	du feuillet	Numá	ro d'identifica	ation du bénéficiaire	Type de bénéfic
а	outres que des dividendes dé terminé s Other information	autres	que des dividende	s de terminé s	autres	que aes dividi	endes dé terminé	, 5 22230		wurte	o identifice	and it du positionalle	- W - 22 22 10 10
	(see the back)									7			
A	utres renseignements (lisez le verso) Bo	x / Case	Amoun	t / Montant		Box / Ca	ase A	mount / Mon	itant	_	Box / Cas	se Amou	unt / Montant
Ren	sipient's name (last name first) an	d address	– Nom pré po	m et adresse	du bé né fi	iciaire		Paver*	's name ar	nd addre	ss – Nom e	et adresse du pay	reur
AKI 22 I PAI	M HOLDINGS CORP. ROWLEY DRIVE LGRAVE, ON E 0C6						ADELAII 21 TYNE TORON	DE SQU EVALE D	ARE D	EVEL		NTS INC.	
odes d	cy and identification codes de devise et d'identification	De	oreign currency vises é trangère ifidentialité dans	s	nsit – Succ	cursale	29 Numé	Recipient é ro de comp	account	é ficiaire	Pour o		on, see the ba enseigneme lisez le ve
)													
	anada Revenue Agence d gency du Canad		T5	Stateme	ent of Ir	nvestme	nt Income acement		Year 2019	\neg			3 / Proté gé
	Dividends from Canadian corporations		es de socié té s car		Fer	deral credit -	Cré dit fé dé ral	_ _ _	Anné e		wne	en completed	d / une fois re
24	Actual amount of eligible dividends	25 Tax	able amount of eli	gible dividends	26 E	Dividend tax cr divid	redit for eligible lends	13 Inte	erest from	Canadia	n sources	18 Capital g	gains dividends
				. an ear									
_	fontant ré el des dividendes dé terminé : Actual amount of dividends		tant imposable des dé terminé Taxable amount o	s			ridendes dé termi		rê ts de so	$\overline{}$			sur gains en capita
10	other than eligible dividends	11	other than eligible	dividends	12	other than elig	gible dividends	— —	port Code	22 Re	ecipient ide	ntification numbe	
	6,388,087.00 Montant ré el des dividendes	Mon	tant imposable des	s dividendes	Cré	dit d'impât pa	our dividendes endes dé terminé		O du feuillet	M '	en elide-est	dian du há-48-1-7	3 Type de bénéfic
a	autres que des dividendes dé terminé s Other information	autres	que des dividende	es dé terminé s	autres	que des divid	endes dé terminé	s code c	a realise(Numé	aro a raentitica	ation du bénéficiaire	Type de penelic
	(see the back)									٦			
A	utres renseignements (lisez le verso) Bo	x / Case	Amoun	t / Montant		Box / Ca	ase A	mount / Mon	itant	_	Box / Cas	e Amou	unt / Montant
22 I	M HOLDINGS CORP. ROWLEY DRIVE I GRAVE ON						21 TYNE	EVALE D	PRIVE		OPME	NTS INC.	
22 I PAL								DE SQU EVALE D	PRIVE		.OPME	NTS INC.	
22 I PAI L7E	ROWLEY DRIVE LGRAVE, ON	De	oreign currency vises é trangère fidentialité dans	es	nsit – Succ	cursale	21 TYNE TORON	DE SQU EVALE D	M9R 2	2B3	Fo Pour o	r informatio	on, see the ba enseigneme lisez le ve
22 I PAL L7E	ROWLEY DRIVE LGRAVE, ON E 0C6 by and identification codes de devise et d'identification	Fi De avis de con u revenu la	vises é trangère fidentialité dans	Tra es Votre dé clarat Stateme État des	ent of Ir	nvestme us de pl	21 TYNE TORON 29 Numé Int Income acement Cré dit fé dé ral	DE SQU EVALE I TO, ON	M9R 2	2B3	Fo Pour o	r informatio btenir des r	enseigneme lisez le ve
22 I PAI L7E	ROWLEY DRIVE LGRAVE, ON E 0C6 cy and identification codes de devise et d'identification / notice on your return / Consultez l'a anada Revenue Agence d gency	Fi De avis de con u revenu la	vises é trangère fidentialité dans	Tra es votre dé clarat Stateme Éat des	ent of Ir	nvestme us de pl	21 TYNE TORON 29 Nume nt Income acement Cred at 6 de rai	DE SQU EVALE D TO, ON	PRIVE M9R 2	2B3	Fo Pour o	or information obtains des representation of the control of the co	enseigneme
22 I PALL L7E	POWLEY DRIVE LGRAVE, ON E 0C6 cy and identification codes de devise et d'identification v notice on your return / Consultez l'a anada Revenue gency Dividends from Canadian corporations Actual amount of eligible dividends	F. De avis de con u revenu a - Dividendo 25 Tax	vises é trangère (fidentialité dans T5	Tra es votre dé clarat Stateme Éat des nadiennes gible dividends	ent of Ir s reven	nvestme us de pl deral credit – Dividend tax cr divid	21 TYNE TORON 29 Numé not Income acement Cré dit fe dé rai	DE SQUEVALE DE TO, ON Recipient in de comp	PRIVE M9R 2 account to the du bé n Year 2019 Anné e erest from	2B3 mé ficiaire Canadia	Pour o	Protected Een completed	enseigneme lisez le ver 3 / Proté gé d / une fois re
22 I PAL L7E	POWLEY DRIVE LGRAVE, ON E 0C6 Ey and identification codes de devise et d'identification Vinotice on your return / Consultez l'a anada Revenue Agence d gency du Canad Dividends from Canadian corporations Actual amount of eligible dividends Actual amount of dividends	F. De avis de con u revenu a - Dividendo 25 Tax	vises é trangère fidentialité dans T5 as de socié té s cas table amount of eligitant imposable des dé terminé Taxable amount of	Stateme Hat des nadiennes gible dividends	ent of Irrs reven Fer 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax cre divid imp@ pour div	21 TYNE TORON 29 Nume Int Income acement Cre dit fe de rai redit for eligible ends defined for dividends de termin del for dividends de termin	DE SQUEVALE DE TO, ON Recipient de comp	PRIVE M9R 2 account te du bé n Year 2019 Anné e ererest from	2B3 né ficiaire Canadia	Pour o	Protected Een completed 18 Capital s Dividendes s	enseigneme lisez le ver 3 / Proté gé d / une fois re gains dividends
22 I PAL L7E	EQUAL EY DRIVE LGRAVE, ON E OC6 Ey and identification codes de devise et d'identification I notice on your return/ Consultez l'is anada Revenue Agence d'u Canad Dividends from Canadian corporations Actual amount of eligible dividends Informat ré el des dividendes de terminé:	F. De avis de con u revenu a - Dividendo 25 Tax	vises é trangère fidentialité dans 75 as de socié té s carable amount of eligitant imposable des dé terminé	Stateme Hat des nadiennes gible dividends	ent of Irrs reven Fer 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax cre divid imp@ pour div	21 TYNE TORON 29 Numé nt Income acement Créd it é de rai redit for eligible ends dédendes dé terminé	DE SQUEVALE DE TO, ON Recipient de ro de comp 13 Inte 1 21 Reg	PRIVE M9R 2 account to the du bé n Year 2019 Anné e erest from	2B3 né ficiaire Canadia	Pour o	Protected Een completed	enseigneme lisez le ver 3 / Proté gé d / une fois re gains dividends
22 I PAL L7E urrenc odes do privacy)	ROWLEY DRIVE LGRAVE, ON E 0C6 by and identification codes de devise et d'identification I notice on your return/ Consultez l'e anada Revenue Agence d gency Actual amount of eligible dividends Actual amount of dividends	Property of the control of the contr	vises é trangère fidentialité dans T5 as de socié té s cas table amount of eligitant imposable des dé terminé Taxable amount of	Tra ss Statemm fat de: fat de: gible dividends s dividends dividends s dividends	ent of Irrs reven Fee 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax credit divid impå pour div vistend tax cre other than elig	21 TYNE TORON 29 Nume Int Income acement Cre dit fe de rai redit for eligible ends defined for dividends de termin del for dividends de termin	DE SQUEVALE DE TO, ON Recipient de comp 13 Inte 121 Rei	PRIVE M9R 2 account tete du bé n Year 2019 Anné e erest from rê ts de scoport Code	2B3 Canadia Durce car 22 Re	Pour o pour o	Protected Een completed 18 Capital s Dividendes s	enseigneme lisez le vei 3 / Proté gé d / une fois re gains dividends sur gains en capita er [23] Recipient
22 I PAL L7E urrenc odes do privacy)	ey and identification codes de devise et d'identification codes de devise et d'identification l'anotice on your return / Consultez l'é dency d'un consultez l'é des dividends from Canadian corporations Actual amount of eligible dividends other than eligible dividends other tha	Property of the control of the contr	vises é trangére fidentialité dans T5 es de socié té s carable amount of eli tant imposable des de terminé Taxable amount o other than eligible tant imposable des tant imposable des tant imposable des tant imposable des	Tra ss Statemm fat de: fat de: gible dividends s dividends dividends s dividends	ent of Irrs reven Fee 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax credit divid impå pour div vistend tax cre other than elig	21 TYNE TORON 29 Numé not income acement Cré dit fe de rai redit for dividendes de termine de for dividendes pur dividendes	DE SQUEVALE DE TO, ON Recipient de comp 13 Inte 121 Rei	PRIVE M9R 2 account to the du bé n Year 2019 Anné e erest from rê ts de so port Code O	2B3 Canadia Durce car 22 Re	Pour o pour o	Protected Een completed By Capital g Dividendes s	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3
22 I PAIL L7E urrenc odes d privacy) Ca Ag M 10	EVALUE TORIVE LIGRAVE, ON E OC6 EVALUE TO A CONSULTATION OF THE C	Property of the control of the contr	vises é trangére fidentialité dans T5 es de socié té s carable amount of eli tant imposable des de terminé Taxable amount o other than eligible tant imposable des tant imposable des tant imposable des tant imposable des	Tra ss Statemm fat de: fat de: gible dividends s dividends dividends s dividends	ent of Irrs reven Fee 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax credit divid impå pour div vistend tax cre other than elig	21 TYNE TORON 29 Numé not income acement Cré dit fe de rai redit for dividendes de termine de dit for dividendes pur dividendes	DE SQUEVALE DE TO, ON Recipient de comp 13 Inte 121 Rei	PRIVE M9R 2 account to the du bé n Year 2019 Anné e erest from rê ts de so port Code O	2B3 Canadia Durce car 22 Re	Pour o pour o	Protected Een completed By Capital g Dividendes s	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3
22 I PAIL L7E urrenc odes d privacy) Ca Ag M 10	EVALUE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 ACTUAL A STATE OF THE TORIVE LIGRAVE, ON E OC6 ACTUAL AS THE OCC AS THE TORIVE LIGRAVE, ON E OC6 ACTUAL AS THE OCC AS TH	Property of the control of the contr	vises é trangére fidentialité dans T5 ses de socié té s cat able amount of eligitant imposable de montre de socié de montre de	Tra ss Statemm fat de: fat de: gible dividends s dividends dividends s dividends	ent of Irrs reven Fee 26 Cré dit d'	nvestme us de pl deral credit – Dividend tax credit divid impå pour div vistend tax cre other than elig	21 TYNE TORON 29 Nume not Income acement Cred it 6 de rai redit for eligible ends did for dividends gible dividends pible dividends cur dividendes endes de termine	DE SQUEVALE DE TO, ON Recipient de comp 13 Inte 121 Rei	PRIVE M9R 2 account tee du bé n Year 2019 Anné e erest from rê ts de so port Code O du feuillet	2B3 Canadia Durce car 22 Re	Pour o pour o	Protected Een completed B Capital g Dividendes s ntification numbe	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3
22 I PAL L7E urrenccodes d privacy) Ca Ag 10	EVALUE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 EVALUE TO A STATE OF THE TORIVE LIGRAVE, ON E OC6 ACTUAL A STATE OF THE TORIVE LIGRAVE, ON E OC6 ACTUAL AS THE OCC AS THE TORIVE LIGRAVE, ON E OC6 ACTUAL AS THE OCC AS TH	F. De avis de con u revenula 25 Tax Mon autres	vises é trangére fidentialité dans T5 es de socié té s cau able amount of eligitant imposable des de terminé Taxable amount of other than eligible other than eligible que des dividende Amoun	Tra es Tr	ent of ir s reven Fee 26 Cré dit d' 12 Di cre autres	nvestme us de pl deral credit – lividend tax cre divid impå pour div vixidend tax cre there than elig d dit d'impå po que des divid Box / Ca	21 TYNE TORON 29 Nume not Income acement Cred it 6 de rai redit for eligible ends did for dividends gible dividends pible dividends cur dividendes endes de termine	Recipient for ode comp	PRIVE M9R 2 account the du bé n Year 2019 Anné e errest from ré ts de scoport Code O du feuillet	PB3 Canadia Canadia Numé	Pour o Pour o	Protected Een completed B Capital g Dividendes s ntification numbe	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3 Type de bénéfic
22 I PAL L7E	ROWLEY DRIVE LGRAVE, ON E 0C6 Ey and identification codes de devise et d'identification / notice on your return/ Consultez l'é de devise et d'identification / notice on your return/ Consultez l'é de devise et d'identification // notice on your return/ Consultez l'é de devise et d'identification // Actual amount of eligible dividends // Actual amount of eligible dividends // Actual amount of dividends // Actual amount of dividends // Actual amount of dividends // Ontant ré el des dividendes // Other information // (see the back) utres renseignements // (lisez le verso) Bo	F. De avis de con u revenula 25 Tax Mon autres	vises é trangére fidentialité dans T5 es de socié té s cau able amount of eligitant imposable des de terminé Taxable amount of other than eligible other than eligible que des dividende Amoun	Tra es Tr	ent of ir s reven Fee 26 Cré dit d' 12 Di cre autres	nvestme us de pl deral credit – lividend tax cre divid impå pour div vixidend tax cre there than elig d dit d'impå po que des divid Box / Ca	21 TYNE TORON 29 Numé not Income acement Cre da fe de rail redal for eligible ends da for dividends jible dividends bour dividends de termine our dividendes de termine acement	Recipient if ro de comp	reaccount the du be n Year 2019 Anné e erest from ré its de so port Code O du feuillet Stantant ARE DORIVE	Canadia 22 Re Numé	Pour o Pour o	Protected Een completed Dividendes s attitude du bénéficiaire	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3 Type de bénéfic
22 I PALL L7E	ROWLEY DRIVE LGRAVE, ON E 0C6 Ey and identification codes de devise et d'identification / notice on your return/ Consultez l'é de devise et d'identification / notice on your return/ Consultez l'é de devise et d'identification / notice on your return/ Consultez l'é de devise et d'identification / notice on your return/ Consultez l'é de de d'identification / Actual amount of eligible dividends / Actual amount of eligible dividends / Other information / (see the back) utres renseignements / (lisez le verso) Bc WHOLDINGS CORP. ROWLEY DRIVE LGRAVE, ON	F. De	vises é trangére fidentialité dans T5 es de socié té s cau able amount of eligitant imposable des de terminé Taxable amount of other than eligible other than eligible que des dividende Amoun	Traverse de clarat Statemm fat de: Statemm fat de: Statem f	ent of ir s reven Fee 26 Cré dit d' 12 Di cre autres	nvestme us de pl deral credit – plvidend tax cr divid impā pour divid vividend tax cr other than elig e dit d'impā por quividend tax creother than elig e dit d'impā pa que des dividid eligible eligibl	21 TYNE TORON 29 Int Income acement Cred at 6 de rai redefit for eligible ends but dividends gible dividends pible dividends but dividends asse Al ADELAI 21 TYNE TORON	Recipient if ro de comp	PRIVE M9R 2 account tee du bé n Year 2019 Anné e erest from rê ts de scoport Code O du feuillet s name ar ARE D DRIVE M9R 2	PB3 Canadia Canadia Durce car 22 Re Numé	Pour o	Protected Een completed Dividendes sontification number at adresse du pay NTS INC.	B / Proté gé d / une fois re gains dividends sur gains en capita er 23 Recipient 3 Type de bénéfic

If you are using this page for the recipient's copies, keep the bottom slip for your records. $\label{eq:condition}$

Si vous utilisez cette page pour les copies du bé né ficiaire, conservez la copie du bas pour vos dossiers.

For information on how to complete this form, see the back.

Les renseignements sur la fa \mathfrak{g} on de remplir ce formulaire se trouvent au verso.

Detach this part before filing your T5 information return.

Dé tachez cette partie avant de produire votre dé claration de renseignements T5.

Clear Data

T5 Guide

Report these amounts on your income tax and benefit return

For information on how to report your income, see your tax guide

10 amount an individual has to report as income is the amount shown in box 11.
11 The dividend tax credit to which an individual is entitled is shown in box 12. For more information, see lines 12000 and 40425 in your tax guide.

13 Interest from Canadian sources – For information on how to report this amount on your return, see line 12100 in your tax guide.

Box 14 - Other income from Canadian sources

Box 15 – Foreign income

For information on how to report box 14 or 15 amounts on your return, see line 12100 in your tax guide.

Box 16 - Foreign tax paid

We use this amount to calculate your foreign tax credit. For more information, see line 40500 of your tax guide.

Box 17 – Royalties from Canadian sources
If royalties are from a work or invention of yours with no associated
expenses, enter the amount on line 10400 of your return. Enter on
line 13500 your royalties that have expenses associated with them.
Enter on line 12100 all other rovalties.

Capital gains dividends – Enter this amount on line 17400 of Schedule 3, "Capital Gains (or Losses)."

Box 19 - Accrued income: Annuities

This amount is the earnings part of a general annuity. If you were 65 or older at the end of the year, or if you received the annuity payments because of the death of your spouse or common-law partner, report this amount on line 11500 of your return. Otherwise, enter this amount on line 12100 of your return.

Report code – The code in this box indicates that this slip is the original ("O"), an amended ("A"), or a cancelled slip ("C").

[22] Recipient identification number – If you are an individual (other than a trust), the number in this box is your social insurance number. In all other cases, the number is your 15 character business number.

23 Recipient type – The code in this box indicates if the amount was paid to an individual ("1"), a joint account ("2"), a corporation ("3"), an association, trust, club, or partnership ("4"), or a government ("5").

24 Eligible dividends from Canadian corporations – The amount an individual 25 has to report as income is the amount shown in box 25. The dividend tax credit to which an individual is entitled is shown in box 26. For more information, see lines 12000 and 40425 in your tax guide.

Foreign currency – Leave this area blank if you are reporting amounts in Canadian dollars. For more information, see box 27 in the Guide T4015, T5 Guide – Return of Investment Income.

Transit – If you are reporting for a financial institution or any similar business, enter the recipient's transit code or branch identification code (up to eight characters) in this area.

29 Recipient account – If you can identify the recipient by an account number or policy number, enter the appropriate characters (up to 12) in this area.

Box 30 - Equity linked notes interest

Identify a box in the "Other information" area as box 30. In the "Amount box," enter the total interest that is deemed to accrue pursuant to subsection 20(14.2) of the Act from the assignment or transfer of linked notes. Report this amount on line 12100 of your return.

You may have to pay your taxes by instalments. For more information, go to canada.ca/taxes-instalments or call 1-800-959-8281.

Under the Income Tax Act, you have to give your social insurance number (SIN) on request to any person who prepares an information slip for you. If you do not have a SIN, apply for one at any Service Canada Centre.

For more information, consult the section "Other information" in Guide T4015, T5 Guide – Return of Investment Income.

Dé clarez ces montants dans votre dé claration de revenus et de prestations

Pour en savoir plus sur la façon de dé clarer votre revenu, consultez votre guide d'impât.

10 Dividendes de socié té s canadiennes autres que des dividendes dé terminé s – Le montant qu'un particulier doit déclarer comme revenu est le montant de la case 11.

112 Le rionitair qu'il particulier doit déclarer comme revenu est le montair de la case 11.

Le crédit d'impôt pour dividendes auquel un particulier a droit figure à la case 12. Pour en savoir plus, lisez les renseignements aux lignes 12000 et 40425 de votre guide d'impôt.

13 Inté rê ts de source canadienne – Lisez les renseignements à la ligne 12100 de votre guide d'impêt pour savoir comment indiquer ce montant dans votre dé claration.

Case 14 – Autres revenus de source canadienne

Case 15 – Revenus é trangers

Lisez les renseignements à la ligne 12100 de votre guide d'impêt pour savoir comment indiquer les montants des cases 14 et 15 dans votre de claration.

Case 16 – Impôt é tranger payé

Ce montant sert à calculer votre cré dit pour impôt é tranger. Pour en savoir plus, lisez les renseignements à la ligne 40500 de votre guide d'impôt.

Case 17 - Redevances de source canadienne

Inscrivez àla ligne 10400 de votre dé claration les redevances sur un ouvrage ou une invention dont vous é tes l'auteur et auquel aucune dé pense n'est associé e. Si des dé penses lui sont associé es, la redevance doit ê tre dé claré e comme revenu d'un travail indé pendant àla ligne 13500. Inscrivez les autres redevances que vous touchez àla ligne 12100.

18 Dividendes sur gains en capital – Inscrivez ce montant à la ligne 17400 de l'annexe 3, « Gains (ou pertes) en capital ».

Case 19 - Revenus accumulé s : Rentes

Ce montant est la partie « revenu » des rentes ordinaires. Si vous aviez 65 ans ou plus à la fin de l'anné e, ou si vous avez requ des paiements de rentes en raison du dé cès de votre é poux ou conjoint de fait, dé clarez ce montant à la ligne 11500 de votre dé claration. Autrement, inscrivez-le à la ligne 12100.

Code du feuillet – Le code dans cette case indique que ce feuillet est l'original (« O »), un feuillet modifié (« M ») ou un feuillet annulé (« C »).

22 Numé ro d'identification du bé né ficiaire – Si vous è tes un particulier (autre qu'une fiducie), ce numé ro est votre numé ro d'assurance sociale. Dans tous les autres cas il s'auit de votre numé ro d'entreprise de 15 ragactères

Type de bé né ficiaire—Le code dans cette case indique si le montant a é té payé à un particulier (« 1 »), à un compte conjoint (« 2 »), à une socié té (« 3 »), à une association, à une fiducie, un club ou à une socié té de personnes (« 4 ») ou à un gouvernent (« 5 »)

Dividendes dé terminé s de socié té s canadiennes – Le montant qu'un particulier doit dé clarer comme revenu est le montant de la case 25. Le cré dit d'impd pour dividendes auquel un particulier a droit figure à la case 26. Pour en savoir plus, lisez les renseignements aux lignes 12000 et 40425 de votre guide d'impd.

Devises é trangères – N'inscrivez rien dans cette section si les sommes que vous dé clarez sont en dollars canadiens. Lisez les renseignements à la case 27 dans le quide T4015. Guide T5 – Dé claration des revenus de placement.

| Succursale - Si vous remplissez une dé claration de renseignements T5 au nom d'un é tablissement financier ou d'une entreprise semblable, inscrivez à la case 28 le code de domiciliation approprié ou le code d'identification de la succursale bancaire du bé né ficiaire (jusqu'à huit caractères).

29 Numé ro de compte du bé né ficiaire – Si vous connaissez le bé né ficiaire par son numé ro de compte ou de police, inscrivez ce numé ro (jusqu'à 12 caractères).

Case 30 - Inté rê ts de billets lié s àdes actions

Dans la section « Autres renseignements », dé signez une case 30. Dans la case « Montant », inscrivez la somme totale ré puté e constituer le montant d'inté rê ts courus conformé ment au paragraphe 20(14.2) de la Loi à la suite de la cession ou du transfert des billets lié s. Dé clarez ce montant à la ligne 12100 de votre dé claration.

Il se peut que vous deviez payer votre impât par acomptes provisionnels. Pour en savoir plus, allez àcanada.ca/impots-acomptes-provisionnels ou composez le 1-800-959-7383.

Selon la Loi de l'impt sur le revenu, vous devez fournir, sur demande, votre numé ro d'assurance sociale (NAS) à toute personne qui é tabilt un feuillet de renseignements à votre nom. Si vous n'avez pas de NAS, vous devez en obtenir un auprès d'un Centre Service Canada.

Pour en savoir plus, consultez la section "Autres renseignements" de la publication T4015, Guide T5 – Dé claration des revenus de placements.

HOW TO COMPLETE THIS FORM

You can use this form whether you file electronically or on paper.

Before completing any T5 slip, see Guide T4015, T5 Guide – Return of Investment Income. To get a copy, go to canada.ca/cra-forms or call **1-800-959-5525**.

For more information about filing electronically, go to canada.ca/taxes-iref.

If you file your T5 slips on paper:

- Use one sheet for three different recipients for the copy you are sending to us. Do not separate the slips when you send them with your T5 Summary.
- Use a separate sheet for the two copies you are giving to the recipient and the copy you are keeping in your records.

Send a copy with the T5 Summary to:

T5 Program
Jonquière Tax Centre
PO Box 1300 LCD Jonquière
Jonquière QC G7S 0L5

COMMENT REMPLIR CE FORMULAIRE

Vous pouvez utiliser ce formulaire si vous produisez votre dé claration par voie é lectronique ou sur papier.

Avant de remplir les feuillets T5, consultez la publication T4015, Guide T5 – Dé claration des revenus de placements. Pour l'obtenir, allez à canada.ca/arc-formulaires ou composez le **1-800-959-7775**.

Pour en savoir plus sur la façon de produire par voie é lectronique, allez à canada.ca/impots-tedr_.

Si vous produisez vos feuillets T5 sur papier :

- Utilisez une page pour trois bé né ficiaires distincts pour la copie que vous nous envoyez.
 Ne sé parez pas les feuillets avant de nous les envoyer avec le T5 Sommaire.
- Utilisez une page distincte pour les deux copies que vous remettez à chaque bé né ficiaire et la copie que vous gardez dans vos dossiers.

Envoyez une copie avec le formulaire T5 Sommaire à

Programme T5 Centre fiscal de Jonquière CP 1300 PDF Jonquière Jonquière QC G7S 0L5 This is Exhibit "68" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

	Agency	du C	anada		Etat d	ent of Invies revenu	us de plac	cement	Year 2019	1		Protégé B
24		om Canadian corpor unt of eligible divide			is canadiennes of eligible dividends		ral credit - Crédit ridend tax credit	for eligible	Année		1	/ une fois remp
	•			,		1	dividend	\$	13 Interest from	Canadian sources	18 Capital ga	ins dividends
10	Actual a	es dividendes déterr smount of dividends		Montant imposab déter Taxable am	ole des dividendes minés ount of dividends	-	pôt pour dividen send tax credit f	des déterminés	merets de sou		Dividendes su	gains en capital
نٽ	j other tha	an eligible dividends 6,388,087	.00	other than e	ount of dividends aligible dividends	12 of	her than eligible	dividends	21 Report Code	22 Recipient ide	ntification number	23 Recipient typ
_	Montant r autres que des	réel des dividendes s dividendes déterm	inés a	Montant imposab utres que des divi	ole des dividendes idendes déterminés	Crédi autres qu	it d'impôt pour d se des dividends	ividendes es déterminés	Code du feuillet	Numéro d'identific	ation du bénéficiaire	Type de bénéficiaire
F	Other info (see the	back)	Γ	¬				Γ		7	7	
	Autres rense (lisez le		Box/Ca	ase Ar	mount / Montant		Box / Case	Amo	ount / Montant	Box/Ca	se Amoun	t / Montant
				ress – Nom, p	rénom et adresse	du bénéficia	ire		Payer's name an	d address - Nom e	et adresse du paye	ur
23	354 SALC	HOLDING	/E				2	1 TYNEV	SQUARE D ALE DRIVE		NTS INC.	
0,	MINVILLE	ON L6H	/ NO				1	ORONIC	O, ON M9R 2	!B3		
		VF 4						···				
		tification codes t d'identification		Foreign curr	28		2			Pour	r information	, see the back
ie priva	icy notice on yo	our return./ Consul	tez l'avis de	Devises étran		ansit – Succu ion.	rsale	Numéro	Recipient account de compte du béné			lisez le vers
19)		- 1000 5000 1000 1000 1000 1000 1000	***************************************				,	~				
	Canada Rev Agency		ce du rev	enu ¶	5 Statem	ent of Inv	vestment	Income	Year 2019	1	rotected B	
24		om Canadian corpor unt of eligible divides				Fede	ral credit - Créc idend tax credit	dit fédéral	Année		en completed	une fois rem
-	,	and or displace difficult	nds 25	raxable amount	or entitione dividende	26	dividends	jor angibie	13 Interest from 0	Canadian sources	18 Capital ga	ins dividends
100		es dividendes détern		Montant imposab déten	ele des dividendes minés		pôt pour dividen		Intérêts de sour	rce canadienne	Dividendes sur	gains en capital
10	other tha	mount of dividends an eligible dividends 6,388,087	.00	other than e	ount of dividends sligible dividends	12 0	iend tax credit fi her than eligible	or dividends dividends	21 Report Code	22 Recipient ide	ntification number	23 Recipient typ
_	Montant n autres que des	réel des dividendes s dividendes déterm	inés a	Montant imposab utres que des divi	le des dividendes idendes déterminés	Créd) autres qu	t d'impôt pour d le des dividende	lvidendes is déterminés	Code du feuillet	Numéro d'identifica	ation du bénéficiaire	Type de bénéficiaire
	Other info (see the	back)	[-	7						7	7	,
L	Autres rensei		Box / Ca	ise An	mount / Montant	l	Box / Case	Amo	unt / Montant	Box/Car	se Amoun	t / Montant
Re	ecipient's nam	ne (last name firs	t) and add	ress - Nom, pr	rénom et adresse	du bénéficia	ire		Payer's name an	d address – Nom e	t adresse du paye	ur
		HOLDING					A	DELAIDE	SQUARE D	EVELOPME	NTS INC.	
							1	ORONTO	041 4400 0	ma.		
O,	AKVILLE	ON L6H	7N3				11	0110111), ON M9R 2	83		
O,	AKVILLE	ON L6H	/N3				1	0110111), ON M9R 2	83		
	- Tyron and a second		/N3				1		J, ON M9R 2	83		
Curre	incy and identi	ification codes		Eoreign curre	28		2	9]		Fo	r information	, see the back
Currer Codes	incy and identi s de devise et	ification codes t d'identification	> 2	Foreign curre Devises étran	ency Tr	ansit - Succui	2	9	Recipient account de compte du bénét	Fo Pour o	r information btenir des re	nseignements
Currer Codes	incy and identi s de devise et	ification codes t d'identification	> 2	Foreign curre Devises étran	ency Tra		2	9	Recipient account	Fo Pour o	r information btenir des re	nseignement
Currei Codes ne privad	ncy and identics of devise et	iffication codes t d'identification our return / Consul	mz l'avis de	Foreign curn Devises étran confidentialité d	ency Tra gères Tra gans votre déclarati		rsale	9 Numéro	Recipient account	Fo Pour o	r information btenir des rei	nseignements lisez le verso
Currer Codes ne privac 19)	nncy and identis de devise et icy notice on yo Canada Rev. Agency Dividends from	ification codes t d'identification our return / Consult venue Agent du Ce	be du reve nada	Foreign curm Devises étran confidentialité d enu T	ency Tra gères tans votre déclarations votre déclarations 5 Statem État de canadionnes	ent of Inves revenu	rsale //estment is de plac	Numéro	Recipient account de compte du bénéi	Fo Pour o	rotected B	nseignements lisez le verso
Currei Codes ne privad	nncy and identis de devise et icy notice on yo Canada Rev. Agency Dividends from	ification codes t d'identification our return / Consult renue Agent du Ca	De du reve nada	Foreign curm Devises étran confidentialité d enu T	ency Tra gères fans votre déclarati	ent of Inves revenu	rsale restment is de plac	Numéro Income ement it fédérai for elicibia	Recipient account de compte du bénér Year 2019	Fo Pour o	rotected B	nseignements lisez le verso
Currei Codes se privaci 19)	ncy and identics de devise et cy notice on yo Canada Rev Agency Dividends from Actual amou	ification codes t d'identification our return / Consult venue Agen du Ce m Canadian corpore ant of eligible dividen s dividendes déterm	be du reve nada stions – Dividide 25	Foreign curre Devises étran confidentialité d Phu endes de société Taxable amount Montant imposabl détem	ency Tra géres fans votre déclarati	ent of Inves revenu	restment is de plac	Numéro Numéro Income ement int fédérai for eligible	Recipient account de compte du bénér Year 2019 Année 13 Interest from 0	Fo Pour o	Protected B An Capital gai	Protégé B une fois remp
Current Codes the private 19)	ncy and identities de devise et cy notice on yo Canada Rev Agency Dividends froi Actual amou Montant réel des Actual a other thras des riches transcent des conferences de	ification codes t d'identification pur return / Consult renue Agen du Ce m Canadian corpor ant of eligible dividen s dividendes déterm mount of dividends e dividendes	De du revenada de 25 lainés 11	Foreign curre Devises étran confidentialité d Phu endes de société Taxable amount Montant imposabl détem	ency Tra geres Tra geres Tra fans votre déclarati 5 Statem État de caractionnes of eligible dividends	ent of Inves revenue Feder 26 Divide	vestment Is de plac rai credit - Cred dond tax credit dend tax credit dend	Numéro Numéro Income ement it fédéral for eligible des déterminés	Recipient account de compte du bénér Year 2019 Année 13 interest from C intérêts de sour 21 Report Code	P P Whe Canadian sources ce canadianne	Protected B An Capital gai	nseignements lisez le verso Protégé B 'une fois remp ns dividends
Currer Codes to private 119)	canada Rev Canada Rev Dividends fro Actual amou Montant ried dea	ification codes didentification our return / Consult GU Ca m Canadian corpora not of eligible dividen se dividendes determ	De du reve inada attions – Divid de 25 inés	Foreign curn Devises étran confidentialité d PRU endes de société Taxable amount Montant impoeabl détern Taxable and other than el	ency Tra gáres fans votre déclaration de canadiennes of eligible dividendes middle dividendes de des dividendes	ent of Inves revenue Feder 26 Divide oth	restment Is de plac Tal credit - Credit dend tax credit dividende tot pour dividende dividende dividende dividende dividende dividende dividende dividende	Numéro Numéro	Recipient account de compte du bénér Year 2019 Année 13 interest from C intérêts de soun	Pour o Po	Protected B A completed A Dividendes sur	Protégé B une fois remp ns dividends gains en capital Recipient type 3
Currer Codes to private 119)	incy and identics de devise et cy notice en ye canada Revy Agency Dividends froi Actual amou Montant réel des Actual ar other than the control of the contro	ification codes didentification codes didentification our return. Consultation of the code	De du reve inada attions – Divid de 25 inés	Foreign curn Devises étran confidentialité d PRU endes de société Taxable amount Montant impoeabl détern Taxable and other than el	ency Tra gáres Tra y gáres Tra se votre déclaration de canadiannes of eligible dividendes iniciée surrit of dividendes ligible dividendes gipible dividendes surrit of dividendes	ent of Inves revenue Feder 26 Divide oth	rsale /estment is de plac rai credit - C-téd dividende dividende vidende vide	Numéro Numéro	Year 2019 Année 13 Interest from C intérêts de sour 21 Report Code 0	P P Whe Canadian sources ce canadianne	Protected B A completed A Dividendes sur	Protégé B une fois remp ns dividends gains en capitai Recipient type
Currei Codes Pe privare 19)	Canada Rev Agency Divisends fro Actual amount Montant riel des	ification codes didentification codes didentification our return / Consultation our return / Consultation our return / Consultation our comment of dividendes determinent of dividendes div	De du reve inada attions – Divid de 25 inés	Foreign curre Devises étran Devises étran confidentiaité d endes de société Taxable amount Taxable amount Taxable in transité Montant imposable fres que des divid	ency Tra gáres fans votre déclaration de canadiennes of eligible dividendes middle dividendes de des dividendes	ent of Inves revenue Feder 26 Divide oth	restment Is de plac Tal credit - Credit dend tax credit dividende tot pour dividende dividende dividende dividende dividende dividende dividende dividende	Numéro Income Lement It sédérai for eligible des déterminés r dividende videndes déterminés	Recipient account de compte du bénér Year 2019 Année 13 Interest from C intérêts de sour 21 Report Code O Code du feuillet	Pour of ficial results of the state of the s	Protected B / en completed / 18 Capital gai Dividendes sur ntification number	Protégé B (une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Currer Codes Ne privación 19)	Canada Rev Agency Divisends from Actual amount Montant risel des Actual amount Montant risel des Actual amount Montant risel des Actual amount Actual amount Montant risel des Actual amount Actual am	ification codes t d'identification venue Agent du Ce m Canadian corpor not of eligible dividen s dividendes détermi mount of cividendes 6,388,087, del des dividendes (dividendes détermi mation mation mation mation par	pe du revelinada de la	Foreign curre Devises étran a confidentiaité de penu endes de société Tarable amount Taxable amount Tax	ency Tra géres tans votre déclarat 5 Statem État de c canadiennes of eligible dividends ried des dividendes ried de dividendes ried des dividendes de des dividendes dendes déterminés	ent of Investment of Investmen	rsale /estment s de plac la credit - Credit dend tax creat dividende and tax creat dividende dit pour dividende dit pour dividende dit pour dividende dit pour dividende bit pour dividende dividender Box / Case	Numéro Income Lement It sédérai for eligible des déterminés r dividende videndes déterminés	Recipient account de compte du bénér Vear 2019 Année 13 Interest from C intérêts de sour 21 Report Code O Code du feuillet	Pour o Po	Protected B / Pr	une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Current Codes (Codes (C	Canada Rev Agency Dividends fro Actual amount Montant red det autres quo des Other infor (lisez le v	ification codes didentification codes didentification our return / Consultation of the consultation of the code of	De du revenada de 25 innés au Box / Ca:	Foreign curre Devises étran a confidentiaité de penu endes de société Tarable amount Taxable amount Tax	ency Tra géres tans votre déclarat 5 Statem État de canadiennes of eligible dividendes rinde dividendes rinde de des dividendes gible dividendes e des dividendes	ent of Investment of Investmen	rsale /estment Is de plac al credit - Creid dond tax credit d dividents of pour dividence ent tax credit for or than eligible to de dividendes Box / Case re	Numéro Numéro	Recipient account de compte du bénér Year 2019 Année 13 Interest from C Intérêts de sour 21 Report Code O Code du feuillet unt / Montant Payer's name and SQUARE DE	Pour of ficiaire Physical Recipient idea Numéro d'identifica Box / Cas address – Nom et	Protected B / en completed / la Capital gail Dividendes sur thiffication number ton du bénéficiaire Amount adresse du payeu	Protégé B / Protégé B / Une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Current Codes	Canada Rev Agency Divisends fro Actual arrow Montant reli des autres que des Cipe in la cuerta de la cuerta del cuerta de la cuerta del la cuerta del la cuerta del la cuerta de la cuerta de la cuerta de la cuerta del la cu	ification codes to didentification codes to didentification cour return / Consultation cour return / Consultation common	bez l'avis de contrata de cont	Foreign curre Devises étran a confidentiaité de penu endes de société Tarable amount Taxable amount Tax	ency Tra géres tans votre déclarat 5 Statem État de c canadiennes of eligible dividends ried des dividendes ried de dividendes ried des dividendes de des dividendes dendes déterminés	ent of Investment of Investmen	/estment is de place la credit a Credit de de la Credit d	Numéro Income element It fédérai for eligible des déterminés des déterminés Amou	Recipient account de compte du bénér 2019 Année 13 interest from C intérêts de sour 21 Report Code O Code du feuillet	Pour of pour o	Protected B / en completed / la Capital gail Dividendes sur thiffication number ton du bénéficiaire Amount adresse du payeu	Protégé B / Protégé B / Une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Current Codes	Canada Rev Agency Divisends fro Actual arrow Montant reli des autres que des Cipe in la cuerta de la cuerta del cuerta de la cuerta del la cuerta del la cuerta del la cuerta de la cuerta de la cuerta de la cuerta del la cu	renue Agene du Ce m Canadian corpor unt of eligible dividende détermirmation eligible dividende détermirmation back) gnements rerso) e (last name first HOLDINGS OME DRIV	bez l'avis de contrata de cont	Foreign curre Devises étran a confidentiaité de penu endes de société Tarable amount Taxable amount Tax	ency Tra géres tans votre déclarat 5 Statem État de c canadiennes of eligible dividends ried des dividendes ried de dividendes ried des dividendes de des dividendes dendes déterminés	ent of Investment of Investmen	/estment is de place la credit a Credit de de la Credit d	Numéro Income element It fédérai for eligible des déterminés des déterminés Amou	Year 2019 Année 13 Interest from C intérêts de soun 21 Report Code 0 Code du feuillet Payer's name and SQUARE DE	Pour of pour o	Protected B / en completed / la Capital gail Dividendes sur thiffication number ton du bénéficiaire Amount adresse du payeu	Protégé B / Protégé B / Une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Current Codes	Canada Rev Agency Divisends fro Actual arrow Montant reli des autres que des Cipe in la cuerta de la cuerta del cuerta de la cuerta del la cuerta del la cuerta del la cuerta de la cuerta de la cuerta de la cuerta del la cu	renue Agene du Ce m Canadian corpor unt of eligible dividende détermirmation eligible dividende détermirmation back) gnements rerso) e (last name first HOLDINGS OME DRIV	bez l'avis de contrata de cont	Foreign curre Devises étran a confidentiaité de penu endes de société Tarable amount Taxable amount Tax	ency Tra géres tans votre déclarat 5 Statem État de c canadiennes of eligible dividends ried des dividendes ried de dividendes ried des dividendes de des dividendes dendes déterminés	ent of Investment of Investmen	/estment is de place la credit a Credit de de la Credit d	Numéro Income element It fédérai for eligible des déterminés des déterminés Amou	Year 2019 Année 13 Interest from C intérêts de soun 21 Report Code 0 Code du feuillet Payer's name and SQUARE DE	Pour of Pour o	Protected B / en completed / la Capital gail Dividendes sur thiffication number ton du bénéficiaire Amount adresse du payeu	Protégé B / Protégé B / Une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Current Codes on private 19)	Canada Revy Agency Dividends froi Actual amount Montant riel des Other infor (disez le v sciplient's nam JRTADO 54 SALC AKVILLE,	ification codes didentification of the consult of eligible dividends of the consult of eligible dividends of the consult of eligible dividends of the consult of the consul	bez l'avis de contrata de cont	Foreign curr Devises étran Confidentiaité d Pau	ency Tra géres tans votre déclarat 5 Statem État de c canadiennes of eligible dividends ried des dividendes ried de dividendes ried des dividendes de des dividendes dendes déterminés	ent of Investment of Investmen	/estment is de place la credit a Credit de de la Credit d	Numéro Numéro Income ement It fédérai for eligible des déterminés des déterminés Amou	Year 2019 Année 13 Interest from C intérêts de soun 21 Report Code 0 Code du feuillet Payer's name and SQUARE DE	Pour of Pour o	Protected B / en completed / 18 Capital gai Dividendes sur nitification number litination number e Armount e adresse du payeu NTS INC.	nseignements lisez le verso / Protégé B une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire
Curren Codes Ree Private 10 Ree Private 10 Rec Codes	Canada Rev Agency Divisends fro Actual ar- other infor (see the I Autres renseig (lisez le v CatVILLE,	renue Agent du Ce m Canadian corpor unt of eligible dividendes déterminant el gible dividendes de manuel dividendes determinant on back) gnements rerso DME DRIV ON L6H 7	bez l'avis de contrata de cont	Foreign curre Devises étran a confidentiairé de Phu	ency Trageres and the second of the second o	ent of Inv es revenu 28 Dov Crédit d'imp 12 Dividir d'imp 12 du bénéficiair	/estment is de place la credit a constitution de la credit a constitution de la credit a credit for de la credit a credit for de la credit for	Numéro Numéro	Year 2019 Année 13 Interest from C intérêts de soun 21 Report Code 0 Code du feuillet Payer's name and SQUARE DE	Pour officiaire Phone of the state of the s	Protected B / Pr	Protégé B / Protégé B / Une fois remp ns dividends gains en capital 23 Recipient type 3 Type de bénéficiaire

If you are using this page for the recipient's copies, keep the bottom slip for your records.

Si vous utilisez cette page pour les copies du bénéficiaire, conservez la copie du bas pour vos dossiers.

For information on how to complete this form, see the back.

Les renseignements sur la façon de remplir ce formulaire se trouvent au verso.

Detach this part before filing your T5 information return.

Détachez cette partie avant de produire votre déclaration de renseignements T5.

This is Exhibit "69" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS



Royal Bank of Canada P.O. Box 4047 Terminal A Toronto ON M5W 1L5

Your RBC personal banking account statement

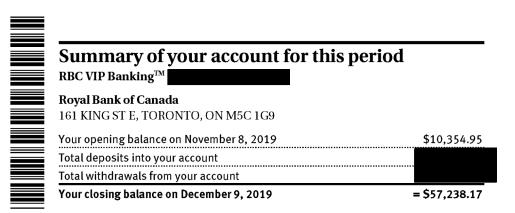
From November 8, 2019 to December 9, 2019

RBPDA10020_7499946_012 E D 009 00131 OSCAR FURTADO

00506

Your account number:	
How to reach us:	1-800 ROYAL® 1-1

www.rbcroyalbank.com/deposits



Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			Balance (\$) 10,354.95
12 Nov				
13 Nov				
14 Nov				
	·····			
15 Nov				
13 1100				

RBPDA10020_7499946_012 - 0055190



2 Dec

Your RBC personal banking account statement

From November 8, 2019 to December 9, 2019

Details of your account activity - continued Description Date Withdrawals (\$) Deposits (\$) Balance (\$) 18 Nov 19 Nov 20 Nov 21 Nov 22 Nov 25 Nov 26 Nov 28 Nov BR TO BR - 0932 100,000.00 101,265.59 29 Nov



Your RBC personal banking account statement

From November 8, 2019 to December 9, 2019

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
•••••				
3 Dec				
4 Dec				
5 Dec				
6 Dec				
9 Dec				

RBPDA10020_7499946_012-0055190 955

RBC

Your RBC personal banking account statement

From November 8, 2019 to December 9, 2019

Details of your account activity - continued

Date Description Withdrawals (\$) Deposits (\$) Balance (\$)

Closing Balance \$57,238.17

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date.

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

 $Royal\,Bank\,of\,Canada\,GST\,Registration\,Number:\,R105248165$

 $Royal\,Trust\,Corporation\,of\,Canada\,GST\,Registration\,Number:\,R104646666$

The Royal Trust Company GST Registration Number: R105248264

 $^{^{\}text{TM}}\,Trade marks of \,Royal\,Bank\,of\,Canada.\,RBC\,and\,Royal\,Bank\,are\,registered\,trade marks\,of\,Royal\,Bank\,of\,Canada.$

[®] Registered trade-mark of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trade-mark.



Business Account Statement

November 1, 2019 to December 2, 2019 **Account number:**

Serial #: 9	Amount: \$100,000.00	
FUSTADO HOLDINGS INC. PAY 10 OSCOR FUELDO O MILY THE MARK OF CANADA ROYAL BANK OF CANADA ROYAL BANK OF CANADA SACRIFICATION OF CHIROLOGIS BLUE SACRIFICATION OF CHIROLOGIS BLUE SACRIFICATION OF CHIROLOGIS BLUE RE	000009 DATE 2 0 9 - 1 1 - 2 8 \$ 100.000.00 DO DOLLARS 6022 FURTADO HOLDMOS MC	Virtual Endorsement 1959ACC: DSP1R: CSP4RCC: DSP1R: CSP4RCC: DSP1R: CSP4RCC: DSP1R: CSP4RCC: DSP1R: CSP4RCC: DSP1RCC: DS





Date



Royal Bank of Canada P.O. Box 4047 Terminal A Toronto ON M5W 1L5

Your RBC personal banking account statement

Deposits (\$)

From December 9, 2019 to January 9, 2020

RBPDA10020_8174056_033 E D 009 00131 OSCAR FURTADO 04125

Your account number:	
How to reach us:	1-800

(1-800-769-2511) www.rbcroyalbank.com/deposits



Summary of your account for this period

 $RBC VIP Banking^{TM}$

Royal Bank of Canada

161 KING ST E, TORONTO, ON M5C 1G9

Your opening balance on December 9, 2019	\$57,238.17
Total deposits into your account	
Total withdrawals from your account	
Your closing balance on January 9, 2020	= \$7,899.33

Details of your account activity

Description

Opening Balance	57,238.17
10 Dec	
11 Dec	
16 Dec	
<u></u>	
<u></u>	
<u></u>	
17 Dec	

Withdrawals (\$)

Balance (\$)



Your RBC personal banking account statement

From December 9, 2019 to January 9, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
19 Dec				
20 Dec				
23 Dec				
24 Dec				
27 Dec				
30 Dec				
2 Jan				
•••••				



Your RBC personal banking account statement

From December 9, 2019 to January 9, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
•••••				
•••••				
•••••				
•••••				
3 Jan				
6 Jan				
9 Jan				



RBPDA10020_8174056_033-0163467 7859



Your RBC personal banking account statement

From December 9, 2019 to January 9, 2020

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Closing Balance			\$7,899.33

 $Please \ check \ this \ Account \ Statement \ without \ delay \ and \ advise \ us \ of \ any \ error \ or \ omission \ within \ 45 \ days \ of \ the \ statement \ date.$

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

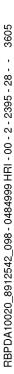
Royal Bank of Canada GST Registration Number: R105248165

 $Royal\,Trust\,Corporation\,of\,Canada\,GST\,Registration\,Number:\,R104646666$

The Royal Trust Company GST Registration Number: R105248264

 $^{^{\}text{TM}}\,Trade marks of \,Royal\,Bank\,of\,Canada.\,RBC\,and\,Royal\,Bank\,are\,registered\,trade marks\,of\,Royal\,Bank\,of\,Canada.$

Pegistered trade-mark of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trade-mark.





Your RBC personal banking account statement

From January 9, 2020 to February 7, 2020

www.rbcroyalbank.com/deposits

RBPDA10020_	_8912542_098	Ε	D	009	00131
OSCAR FURT	ΓADO				

01931

Your account number:	
How to reach us:	1-800 ROYAL® 1-1



Summary of your account for this period

 $\textbf{RBC VIP Banking}^{TM}$

Royal Bank of Canada

161 KING ST E, TORONTO, ON M5C 1G9

Your opening balance on January 9, 2020 \$7,899.33

Total deposits into your account

Total withdrawals from your account

Your closing balance on February 7, 2020 =\$51,436.15

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			7,899.33
10 Jan				
 13 Jan				
				
 14 Jan				
 15 Jan				
 16 Jan				
10,411				

Your RBC personal banking account statement

From January 9, 2020 to February 7, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
17 Jan				
20 Jan				
21 Jan				
22 Jan				
23 Jan				
24 Jan				
27 Jan	BR TO BR - 0932		100,000.00	131,171.75
29 Jan		100 000 00		22 ((0.11
30 Jan 31 Jan	Scheduled payment ONLINE TRANSFER BR TO BR - 0932	100,000.00	500 000 00	32,669.11
	DK 10 DK 0752		500,000.00	
	Scheduled payment ONLINE TRANSFER	450,000.00		84,825.63
3 Feb				



Your RBC personal banking account statement

From January 9, 2020 to February 7, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
•••••				
4 Feb				
5 Feb				



RBPDA10020_8912542_098-0484999 3608



Your RBC personal banking account statement

From January 9, 2020 to February 7, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
6 Feb				
7 Feb				



Your RBC personal banking account statement

From January 9, 2020 to February 7, 2020

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Closing Ralance			\$51 436 15



 $Please\ check\ this\ Account\ Statement\ without\ delay\ and\ advise\ us\ of\ any\ error\ or\ omission\ within\ 45\ days\ of\ the\ statement\ date.$

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

 $^{\text{TM}}\,\text{Trademarks of Royal Bank of Canada}.\,\text{RBC and Royal Bank are registered trademarks of Royal Bank of Canada}.$

 $^{@} \ Registered\ trade-mark\ of\ Royal\ Bank\ of\ Canada.\ Royal\ Trust\ Corporation\ of\ Canada\ and\ The\ Royal\ Trust\ Company\ are\ licensees\ of\ the\ trade-mark\ degrees\ de$

Royal Bank of Canada GST Registration Number: R105248165

Royal Trust Corporation of Canada GST Registration Number: R104646666

The Royal Trust Company GST Registration Number: R105248264



Business Account Statement

January 2, 2020 to February 3, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

Total cheques & debits (9)

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Opening balance on January 2, 2020 \$4,671,901.23

Total deposits & credits (2)

Closing balance on February 3, 2020

= \$3,821,874.73

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description		Cheques & Debits (\$) Deposi		Balance (\$)
	Opening balance				4,671,901.23
07 Jan					
10 Jan					
,					
23 Jan					
24 Jan					
27 Jan	Debit Memo Client request TRANSFER TO OSCAR FURTADO		100,000.00		4,371,883.23
29 Jan			100,000.00		1,57 1,005125



Business Account Statement

January 2, 2020 to February 3, 2020

Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
31 Jan	Debit Memo Client request TRANSFER TO OSCAR	500,000.00		3,821,874.73
	Closing balance			3,821,874.73

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- · Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- · Help with your personal banking needs
- And more

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date. Please retain this statement for your records. Additional copies will be subject to a nominal fee.

*Registered trademarks of Royal Bank of Canada.

Royal Bank of Canada GST Registration Number: R105248165.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUNDATE 2020 JAN 30

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 JAN 30

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME

AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER

CURR SRCE-BR

NAME

DAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. CROSS REF

ACCOUNT FORMAT

\$CDN 00000 ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 JAN 31

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 JAN 31

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE ACCOUNT FORMAT

\$50,000.00 ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.





Your RBC personal banking account statement

From February 7, 2020 to March 9, 2020

RBPDA10020_1383462_012 E D 009 00131 OSCAR FURTADO

00457

Your account number:

How to reach us:

1-800 ROYAL® 1-1 (1-800-769-2511)

www.rbcroyalbank.com/deposits



Summary of your account for this period

RBC VIP BankingTM

Royal Bank of Canada

161 KING ST E, TORONTO, ON M5C 1G9

Your opening balance on February 7, 2020	\$51,436.15
Total deposits into your account	
Total withdrawals from your account	
Your closing balance on March 9, 2020	= \$24,310.30

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			51,436.15
10 Feb				
13 Feb				
14 Feb				
17 Feb				



Your RBC personal banking account statement

From February 7, 2020 to March 9, 2020

Details of your account activity - continued Date Description Withdrawals (\$) Deposits (\$) Balance (\$) 18 Feb 19 Feb 20 Feb 21 Feb 25 Feb 28 Feb BR TO BR - 0932 400,000.00 Scheduled payment ONLINE TRANSFER 375,000.00 2 Mar

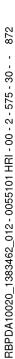




Your RBC personal banking account statement

From February 7, 2020 to March 9, 2020

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	•			
3 Mar				
	••			
4 Mar				
5 Mar				
•••••				
	••			
6 Mar				
9 Mar				
9 IVIAI				



RBPDA10020_1383462_012-0055101 873

RBC

Your RBC personal banking account statement

From February 7, 2020 to March 9, 2020

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Closing Balance			\$24,310.30

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date.

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

 $Royal\,Bank\,of\,Canada\,GST\,Registration\,Number:\,R105248165$

 $Royal\,Trust\,Corporation\,of\,Canada\,GST\,Registration\,Number:\,R104646666$

The Royal Trust Company GST Registration Number: R105248264

 $^{^{\}text{TM}}\,Trade marks of \,Royal\,Bank\,of\,Canada.\,RBC\,and\,Royal\,Bank\,are\,registered\,trade marks\,of\,Royal\,Bank\,of\,Canada.$

[®] Registered trade-mark of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trade-mark.

Session # 1200593722672600932

Session Type: Client Session

Client:Name FURTADO HOLDINGS INC.

Transit: Status: Closed
Employee: 840181176

Workstation ID: QS6VB43Z

Client Authentication: PIN Overide Reason Code:

Transaction Session Id

1 Sequence Number

•

Details	TRX Type	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	PIN			Posted	CAD	0	0000-00- 00		\$400,000.00		
View Details	Account Deposit	PIN	And provided in the control of the c		Posted	CAD	0	0000-00- 00		\$400,000.00		

ONTARIO PC ELECTRONIC DATA CONTROL AND DISTRIBUTION SERVICE **REPORT 001131** LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 FEB 28 BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 FEB 28 TRANSACTION CODE 464 D. D. A. DEBITS PAGE TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE ACCOUNT FORMAT 375,000.00

ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card # No additional details available.

\$CDN

00000



Your RBC personal banking account statement

From March 9, 2020 to April 9, 2020

RBPDA10020_2132075_115	E	D	009	00131
OSCAR FURTADO				

01241

Your account number:		
How to reach us:	1-800 ROYAL® 1-1	
	(1-800-769-2511)	
www.rbcrov	albank.com/denosits	



Summary of your account for this period

RBC VIP BankingTM

Royal Bank of Canada

161 KING ST E, TORONTO, ON M5C 1G9

Your opening balance on March 9, 2020
Total deposits into your account

\$24,310.30

Total withdrawals from your account

Your closing balance on April 9, 2020

= \$81,519.42

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			24,310.30
12 Mar	BR TO BR - 0932		500,000.00	
13 Mar	MC-			
	Scheduled payment ONLINE TRANSFER	450,000.00		
16 Mar				
***************************************	**			
************	•••			
***************************************	. .			
***************************************	•			



Your RBC personal banking account statement

From March 9, 2020 to April 9, 2020

Deta	ils of your account activity - con	unuea		
Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$
***********	**			
18 Mar	BR TO BR - 0932	***************************************	400,000.00	*******************************
	Scheduled payment ONLINE TRANSFER	50,000.00		

19 Mar	Scheduled payment ONLINE TRANSFER	10,000.00		
	Scheduled payment ONLINE TRANSFER	20,000.00	STREET, TO STREET, TO STREET, THE STREET,	
20 Mar	Scheduled navment ONLINE TRANSFER	325 000 00		
ZU Mai	Scheduled payment ONLINE TRANSFER	325,000.00		

23 Mar				
24 Mar	****			
25 Mar	***			
•••••	****			
26 Mar				
30 Mar	Scheduled payment ONLINE TRANSFER	21,000.00		
	John Comments of the International C	21,000.00		
31 Mar				
	•			

	BR TO BR - 0932		250,000.00	
	Scheduled payment ONLINE TRANSFER	225,000.00		



Your RBC personal banking account statement

From March 9, 2020 to April 9, 2020

1 Apr	Date	Description	Withdrawals (\$)	Deposits (S)	Balance (\$)
1 Apr					
2 Apr	1 Apr				
2 Apr					
2 Apr					
2 Apr					
2 Apr	***********				
2Apr 3 Apr					
2 Apr 3 Apr	************	•••			
2Apr 3Apr					
2Apr 3 Apr					
2Apr 3Apr					
2 Apr 3 Apr					
2 Apr 3 Apr	***********				
2 Apr 3 ADr					
2 Apr 3 Apr	***************************************				
2 Apr 3 Apr	************	***			
2 Apr 3 Apr					
2 Apr 3 Apr					
2 Apr 3 Apr					
2 Apr 3 Apr	************	***			
2 Apr 3 Apr					
2 Apr 3 Apr					
2 Apr 3 Apr	***************************************	···			
2 Apr 3 Apr	***********				
2 Apr 3 Apr					
2 Apr 3 Apr					
2 Apr 3 Apr					
2 Apr					
2 Apr	*************				
3 Apr					
2 Uhi					
	3 Apr				

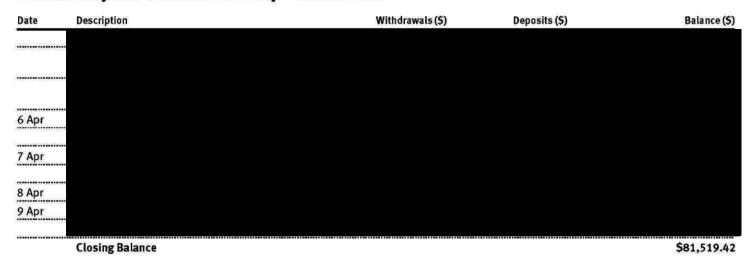


RBC

Your RBC personal banking account statement

From March 9, 2020 to April 9, 2020

Details of your account activity - continued



Important information about your account

In these uncertain times, it's important we continue to come together as a community to support one another. We created the RBC Client Relief Program to provide immediate and long-term financial assistance to our clients who have been impacted by COVID-19. As the situation continues to evolve, we encourage you to sign up for Online Banking to stay in touch, receive your e-statements and manage your finances. For more information, go to rbc.com/covid-19 or book a call with an advisor at rbc.com/appointment.

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date.

If you opted to receive cheque images, only images of the front of your cheques have been sent to you with this Account Statement. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date.

Please retain this statement for your records.

™ Trademarks of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.

[®] Registered trade-mark of Royal Bank of Canada. Royal Trust Corporation of Canada and The Royal Trust Company are licensees of the trade-mark.

Royal Bank of Canada GST Registration Number: R105248165

Royal Trust Corporation of Canada GST Registration Number: R104646666

The Royal Trust Company GST Registration Number: R105248264

Session # 7200724950501000932

Session Type: Client Session

Session Date: 3/12/2020 Session Time: 13:45:04 Client:

Client:Name FURTADO HOLDINGS INC.

Transit: Closed

Status: Closed

Employee: 532928652

Workstation ID: MS6VB43W

Client Authentication: Known

Overide Reason Code:

Transaction Session Id

1 Sequence Number

Details	TRX Type	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	PIN			Posted	CAD	0	0000-00- 00		\$500,000.00		
View Details	Account Deposit	PIN			Posted	CAD	0	0000-00- 00		\$500,000.00		

Session # 1200785107520800932

Session Type: Client Session

Session Date: 3/18/2020 Session Time: 14:11:15 Client:

Client:Name FURTADO HOLDINGS INC.

Transit: Closed

Employee: 532928652 Workstation ID: MS6VB43W

Client Authentication: Known

Overide Reason Code:

Transaction Session Id

1 Sequence Number

Details	TRX Type	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	PIN	THE PARTY OF THE P		Posted	CAD	0	0000-00- 00		\$400,000.00		
View Details	Account Deposit	PIN	And Andrews and the Andrews		Posted	CAD	0	0000-00- 00		\$400,000.00		

Session # 6200914320156900932

Session Type: Client Session

Session Date: 3/31/2020 Session Time: 12:00:01 Client:

Client:Name FURTADO HOLDINGS INC.

Transit:
Status: Closed
Employee: 840181176

Workstation ID: MS6VB43W

Client Authentication: PIN

Overide Reason Code:

Transaction Session Id

1 Sequence Number

Details	TRX Type	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	PIN		***************************************	Posted	CAD	0	0000-00- 00		\$250,000.00		
View Details	Account Deposit	PIN			Posted	CAD	0	0000-00- 00		\$250,000.00		and the state of t

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUNDATE 2020 MAR 13

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 13

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE ACCOUNT FORMAT

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 MAR 18

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 18

TRANSACTION CODE 464 D. D. A. DEBITS PAGE

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE

ACCOUNT FORMAT

\$CDN 00000 ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 MAR 19

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 19

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE ACCOUNT FORMAT

\$CDN 00000 ONLINE TRANSFER

10,000.00
\$CDN 00000 ONLINE TRANSFER

These are transfers to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 MAR 20

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 20

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE

ACCOUNT FORMAT

325,000.00 ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 MAR 30

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 30

TRANSACTION CODE 464 D. D. A. DEBITS PAGE 1

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE

ACCOUNT FORMAT

\$CDN 00000 ONLINE TRANSFER

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

LBAEDCRP-R01 VERLEV-15233 BRANCH REPORT RUN DATE 2020 MAR 31

BRANCH 00131-DDA TOR KING & JARVIS BR DUE DATE 2020 MAR 31

TRANSACTION CODE D. D. A. DEBITS PAGE

TRANS ACCT NO. NAME AMOUNT PAYABLE TO INTERBANK TRACE NO. CROSS REFERENCE NO. FMT CBA ORIG TRACE NUMBER CURR SRCE-BR NAME RETURN-ACCOUNT CLIENT-NO. ORIG. INTERBANK TRACE

ONLINE TRANSFER

225,000.00 \$CDN

ACCOUNT FORMAT

This is a transfer to the client's RBC Direct Investing Account (Card #). No additional details available.

00000

This is Exhibit "70" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

Mucal

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

DEC. 31 2019

Page 1 of 3

Your Account Number:

FURTADO Date of Last Statement:

NOV. 29, 2019

MR OSCAR FURTADO

RBC Direct Investing Inc.

Local Calls:

416-313-8613

Toll Free Calls:

1-877-722-2372 1-877-722-2372

Postal Address:

200 Bay Street P.O. Box 75 Toronto, ON M5J 2Z5

For Your Information

Please be reminded that although securities in your acct are held in safe custody by RBC Direct Investing and not registered in your name, you have the same right as a registered shareholder to vote at meetings of an issuer and to receive material such as information circulars and proxies. You may change your shareholder communication instructions at any time by providing written instructions to RBC Direct Investing.

Asset Sun	nmary
-----------	-------

	MARKET VALUE AT DEC. 31	
Cash	\$6,822.24-	100.00 %
Fixed Income	\$0.00	0.00 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds	\$0.00	0.00 %
Foreign Securities	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total on DEC. 31	\$6,822.24-	100.00 %
Total on NOV. 29	\$6,734.86-	

Income Summary

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Total Income	\$0.00	\$0.00

Cash Balance

ACCOUNT	OPENING BALANCE	CLOSING BALANCE
TYPE	AT NOV. 29	AT DEC. 31
Margin - Long	\$6,911.26-	\$6,822.24-

Regulated by Investment Industry Regulatory Organization of Canada

- CONTINUED ON NEXT PAGE -

DEC. 31 2019

Your Account Number:

Asset	t Review	(Excha SECURIT SYMBOL	~	JSD = 1 TITY/ EGATED	.2985 CA MKT. PRICE		f DEC. 3 BOOK COST	1, 2019) MARKET VALUE
Comn	non Share	S							
2 NORTEL I	NETWORKS COR	PORATION		80 80	UNPRICE)	c	.00 2	
Total	Value of C	common Shares		80			C	.00	
Total	Value of A	ll Securities					C	.00	
Acco	unt Activi	ty							
DATE	ACTIVITY	DESCRIPTION		QUANT		PRICE \RATE	I	EBIT	CREDIT
9 2 DEC. 20	SOLD	Opening Balance (NOV. XPRESSPA GROUP INC COMMON STOCK UNSOLICITED CA EXCHANGE RATE 1.29700000	29, 2019)		175-	0.582	\$6,9	11.26	119.38
2 DEC. 23	INTEREST	INT FR 11/22 THRU12/21@ 5.350% BAL 6,791 AVBAL 6,903						30.36	
9		Closing Balance (DEC.	31, 2019)				\$6,8	22.24	

DEC. 31 2019

Your Account Number:

3 of 3

- FOOTNOTES * Indicates fully paid for securities registered in your name and held by us on your behalf.
 - # Part or all of the Book Cost for this security was obtained from a source other than RBC Direct Investing. As such, RBC Direct Investing is not responsible for the completeness or accuracy of the information provided.
 - 1 Includes accrued interest.
 - ² Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact us to update the statement records.
 - ³ The Book Cost of this security is temporarily unavailable due to a pending corporate event. Please contact us for additional information.
 - **¤** The Book Cost of this security cannot be determined. Please contact us for additional information.
 - *** Converted U.S. dollar contributions or withdrawals are included in your plan summary.
 - 4 This security may be subject to a deferred sales charge at the time that it is sold
 - " There is no active market for this security so its market value has been estimated.
- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers
- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers and connected issuers, refer to the following website: www.rbc.com/issuers-disclosures or contact us.
 Please be advised that if you have set-up an Automatic Investment Plan ("AIP") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts when you subsequently purchase securities of the applicable Fund under your AIP. You may at any time request to receive, at no cost to you, the most recently filed Fund Facts by sending us a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates below. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.
 Market price and Book Cost represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Costs shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.
 In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
 Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount position, the total amount position; market value will be used to calculate the book cost.
 Fully paid securities are segregated on the records of our custodian and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and m

- for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and may be used in
- the normal course of our business.

 A copy of our most recent summary of financial position, a list of directors and senior officers and certain additional information about us including information about commissions, fees and administrative proceedings that may relate to the firm or our staff are available for your personal inspection at our office, or a copy
- will be mailed to you upon written request.

 Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request.
- Is available upon request.

 Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.

 With the exception of registered plans, Canadian Income Tax regulations require RBC Direct Investing Inc. to disclose to Canada Revenue Agency on a yearly basis transactions involving the sale, redemption or maturity of securities. Such transactions must be reported on your Annual Income Tax return. This statement should be retained with your Income Tax records as evidence of disposition.

 We or our affiliate act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing this function.

 Stread means the difference between the rate were or use affiliates on the rate your receives.
- Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

- Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

 RBC Direct Investing Inc. may obtain trade execution and certain other services for client accounts from RBC Dominion Securities Inc.

 Please note that the following security description abbreviations may appear on your statement: NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.

 RBC Direct Investing Inc. and Royal Bank of Canada are separate corporate entities which are affiliated. RBC Direct Investing Inc. is a wholly owned subsidiary of Royal Bank of Canada and is a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. Royal Bank of Canada and certain of its issuers are related to RBC Direct Investing Inc. RBC Direct Investing Inc. does not provide investment advice or recommendations regarding the purchase or sale of any securities. Investors are responsible for their own investment decisions. RBC Direct Investing Inc. (BTMTrademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Used under licence. (Broyal Bank of Canada 2016. All rights reserved.

 Please note that RBC Direct Investing Inc.'s trade execution, trade settlement and custody of securities are handled by RBC Dominion Securities Inc., an affiliated company.

If you have a service request or a question about the details of your statement, please contact RBC Direct Investing at 1-800-769-2560 or write to us at:

200 Bay Street P.O. Box 75 Toronto, ON M5J 2Z5

GST/HST # R122780893 OST # R122780893

www.rbcdirectinvesting.com

Please check this Account Statement without delay and advise us of any error or omission within 30 days of the statement date.

OCT. 29 2021

Page 1 of 7

Your Account Number:

Date of Last Statement: SEPT 30, 2021

MR OSCAR FURTADO

RBC Direct Investing Inc.

Local Calls:

416-313-8613

Toll Free Calls:

1-877-722-2372 1-877-722-2372

Postal Address:

200 Bay Street P.O. Box 75

Toronto, ON M5J 2Z5

For Your Information

The annual audit of our accounts is being conducted as of October 31, 2021. Please review this statement and directly advise our auditors PricewaterhouseCoopers LLP of any errors or omissions: RBC Confirmation Centre, PwC LLP, PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario M5J 0B2.

Asset Summary

	MARKET VALUE			
	AT OCT. 29			9
Cash	\$1,046,973.27	84.43	%	
Fixed Income	\$0.00	0.00	%	
Preferred Shares	\$0.00	0.00	%	
Common Shares	\$3,550.00	0.29	%	
Mutual Funds	\$0.00	0.00	%	
Foreign Securities	\$189,518.00	15.28	%	
Other	\$0.00	0.00	%	
Total on OCT. 29	\$1,240,041.27	100.00	%	
Total on SEPT 30	\$1,410,991.27			

Income Summary

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Total Income	\$0.00	\$0.00

Cash Balance

ACCOUNT	OPENING	BALANCE	CLOSING	BALANCE
TYPE	AT SEPT	30	AT OCT.	29
Margin - Long	\$477	,987.92-	\$1,046,	973.27



OCT. 29 2021

Your Account Number:

2 of 7

Asse	t Review		(Exchange r SECURITY SYMBOL	QUAI	USD = 1. NTITY/ REGATED	MK'		of OCT. 29, 20 BOOK COST	21) MARKET VALUE
Comn	non Share	s							
	SOUTH DEVELOP		LIS		5,000	0.	710	4,959.95	\$3,550.00
	RATION COMMOI Value of C	N Common Shares			5,000			4,959.95	\$3,550.00
Forei	gn Securit	ies							
2AMC ENT	ERTAINMENT HO	OLDINGS INC	АМС		2,000	43.	329	31,029.47	\$87,658.00
2HUYA INC	CAN DEPOSITARY		HUYA		10,000	10.	186	118,672.69	\$101,860.00
	PRSNTNG ONE C	LA ORD SHS Oreign Securiti	es					149,702.16	\$189,518.00
Total	Value of A	All Securities						154,662.11	\$193,068.00
Acco	unt Activi	ty					PRICE		
DATE	ACTIVITY	DESCRIPTION			QUANT:	ITY	\RATE	DEBIT	CREDIT
2 OCT. 06	WIRE TFR	Opening Balanc TRANSFER FUNDS TO		2021)				\$477,987.92 25,000.00	
2 0CT. 07	SOLD	PLUG POWER INC UNSOLICITED CA EXCHANGE RATE	1.25120000		9,	500-	24.492		291,116.09
2 OCT. 08	WIRE TFR	TRANSFER FUNDS TO	RBC					20,000.00	
2 OCT. 08	SOLD	KANDI TECHNOLGIES O UNSOLICITED AVG PRICE SHOWN-D CA EXCHANGE RATE			5,	000-	4.312		26,783.77
2 OCT. 08	SOLD	KANDI TECHNOLGIES O UNSOLICITED CA EXCHANGE RATE	1.24250000		5,	000-	4.32		26,826.11

- CONTINUED ON NEXT PAGE -

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
9 2 OCT. 08	SOLD	KANDI TECHNOLGIES GROUP INC UNSOLICITED CA EXCHANGE RATE 1.24260000	5,000-	4.32		26,828.27
9 2 OCT. 08	SOLD	KANDI TECHNOLGIES GROUP INC UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.24260000	5,000-	4.321		26,835.72
9 2 OCT. 08	SOLD	LI AUTO INC AMERICAN DEPOSITARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.25480000	10,000-	27.373		343,465.05
9 2 OCT. 08	SOLD	NIO INC AMERICAN DEPOSITARY SHARES ECH RPRSNTNG ONE CL A ORD SHARE UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.25510000	10,000-	33.771		423,847.80
9 2 OCT. 08	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.25520000	10,000-	35.744		448,649.31
9 2 OCT. 12	BOUGHT	NIO INC AMERICAN DEPOSITARY SHARES ECH RPRSNTNG ONE CL A ORD SHARE UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA EXCHANGE RATE 1.25880000	10,000	35.903	451,965.41	
2 0CT. 13	WIRE TFR	TRANSFER FUNDS TO RBC			30,000.00	
2 OCT. 13	WIRE TFR	TRANSFER FUNDS TO RBC			50,000.00	

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
				PRICE		
DATE	ACTIVITY	DESCRIPTION	QUANTITY	\RATE	DEBIT	CREDIT
9 2 OCT. 14	BOUGHT	PLUG POWER INC UNSOLICITED DA EXCHANGE RATE 1.24950000	10,000	29.40	367,365.43	
9 2 OCT. 15	BOUGHT	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA EXCHANGE RATE 1.25010000	5,000	38.354	239,744.22	
2 OCT. 19	WIRE TFR	TRANSFER FUNDS TO RBC			60,000.00	
9 2 OCT. 19	BOUGHT	LI AUTO INC AMERICAN DEPOSITARY SHARES UNSOLICITED DA EXCHANGE RATE 1.24090000	7,500	30.147	280,589.45	
9 2 OCT. 19	SOLD	NIO INC AMERICAN DEPOSITARY SHARES ECH RPRSNTNG ONE CL A ORD SHARE UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.23460000	5,000-	37.541		231,729.99
9 2 OCT. 20	SOLD	PLUG POWER INC UNSOLICITED CA EXCHANGE RATE 1.23140000	5,000-	32.19		198,184.25
9 2 OCT. 21	SOLD	GREENIDGE GENERATION HOLDINGS INC CLASS A COMMON STOCK UNSOLICITED CA EXCHANGE RATE 1.21950000	115-	23.699		3,311.47
2 OCT. 22	INTEREST	INT FR 09/22 THRU10/21@ 2 3/4% BAL 44,925- AVBAL 258,470			584.21	
2 OCT. 25	WIRE TFR	TRANSFER FUNDS TO RBC			50,000.00	

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
9 2 OCT. 25	SOLD	VINCO VENTURES INC COMMON STOCK UNSOLICITED CA EXCHANGE RATE 1.21790000	3,000-	5.995		21,891.69
9 2 OCT. 25	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED CA EXCHANGE RATE 1.23390000	5,000-	43.33		267,311.41
9 2 OCT. 26	SOLD	LI AUTO INC AMERICAN DEPOSITARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.23360000	7,500-	32.058		296,591.93
9 2 OCT. 26	SOLD	NIO INC AMERICAN DEPOSITARY SHARES ECH RPRSNTNG ONE CL A ORD SHARE UNSOLICITED CA EXCHANGE RATE 1.23390000	5,000-	39.00		240,597.61
9 2 OCT. 26	BOUGHT	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA EXCHANGE RATE 1.24200000	10,000	43.177	536,275.83	
9 2 OCT. 27	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.23320000	10,000-	46.061		568,014.02
2 OCT. 28	WIRE TFR	TRANSFER FUNDS TO RBC			25,000.00	

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
9 2 OCT. 28	BOUGHT	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA EXCHANGE RATE 1.24220000	10,000	45.989	571,293.88	
9 2 OCT. 29	SOLD	PLUG POWER INC UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.22880000	5,000-	35.121		215,775.52
9 2 OCT. 29	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA EXCHANGE RATE 1.23050000	10,000-	46.731		575,019.61
216		Closing Balance (OCT. 29, 2021)				\$1,046,973.27
Trade	s For Fut	ure Settlement				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE		AMOUNT
2 NOV. 01	BOUGHT	NIO INC AMERICAN DEPOSITARY SHARES ECH	10,000	39.598		490,869.64-
2 NOV. 01	BOUGHT	PLUG POWER INC	5,000	37.534		232,535.88-
2 NOV. 01	BOUGHT	PLUG POWER INC	2,500	36.319		112,458.73-
2 NOV. 01	BOUGHT	XPENG INC ADS EACH REPRESENTING TWO	10,000	45.786		566,808.02-

OCT. 29 2021

Your Account Number:

7 of

- FOOTNOTES * Indicates fully paid for securities registered in your name and held by us on your behalf.
 - # Part or all of the Book Cost for this security was obtained from a source other than RBC Direct Investing. As such, RBC Direct Investing is not responsible for the completeness or accuracy of the information provided.
 - 1 Includes accrued interest.
 - ² Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact us to update the statement records.
 - ³ The Book Cost of this security is temporarily unavailable due to a pending corporate event. Please contact us for additional information.
 - **¤** The Book Cost of this security cannot be determined. Please contact us for additional information.
 - *** Converted U.S. dollar contributions or withdrawals are included in your plan summary.
 - ⁴ This security may be subject to a deferred sales charge at the time that it is sold.
 - There is no active market for this security so its market value has been estimated
- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers

- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers and connected issuers, refer to the following website: www.rbc.com/issuers-disclosures or contact us.

 Please be advised that if you have set-up an Automatic Investment Plan ("AIP") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts when you subsequently purchase securities of the applicable Fund under your AIP. You may at any time request to receive, at no cost to you, the most recently filed Fund Facts by sending us a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates below. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.

 Market price and Book Cost represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market price and Book Costs shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.

 In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.

 Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions. Where a book cost is not available on a security position; market value will be used to calculate the book cost.
- used to calculate the book cost.

 Fully paid securities are segregated on the records of our custodian and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the normal course of our business.

 A copy of our most recent summary of financial position, a list of directors and senior officers and certain additional information about us including information
- about commissions, fees and administrative proceedings that may relate to the firm or our staff are available for your personal inspection at our office, or a copy
- will be mailed to you upon written request.

 Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request
- is available upon request.

 Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.

 With the exception of registered plans, Canadian Income Tax regulations require RBC Direct Investing Inc. to disclose to Canada Revenue Agency on a yearly basis transactions involving the sale, redemption or maturity of securities. Such transactions must be reported on your Annual Income Tax return. This statement should be retained with your Income Tax records as evidence of disposition.

- This statement should be retained with your Income Tax records as evidence of disposition.

 We or our affiliate act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing this function. Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

 RBC Direct Investing Inc. may obtain trade execution and certain other services for client accounts from RBC Dominion Securities Inc.

 Please note that the following security description abbreviations may appear on your statement: NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.

 RBC Direct Investing Inc. and Royal Bank of Canada are separate corporate entities which are affiliated. RBC Direct Investing Inc. is a wholly owned subsidiary of Royal Bank of Canada and is a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. Royal Bank of Canada and certain of its issuers are related to RBC Direct Investing Inc. RBC Direct Investment decisions. RBC Direct Investment advice or recommendations regarding the purchase or sale of any securities. Investors are responsible for their own investment decisions. RBC Direct Investment ABC Direct Investment Inc. © Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Used under licence. © Royal Bank of Canada 2016. All rights reserve

If you have a service request or a question about the details of your statement, please contact RBC Direct Investing at 1-800-769-2560 or write to us at:

200 Bay Street P.O. Box 75 Toronto, ON M5.I 275

GST/HST # R122780893 OST # R122780893

www.rbcdirectinvesting.com

Please check this Account Statement without delay and advise us of any error or omission within 30 days of the statement date.

DEC. 31 2019

Page 1 of 3

Your Account Number:

Date of Last Statement: NOV. 29, 2019

MR OSCAR FURTADO

RBC Direct Investing Inc.

Local Calls:

416-313-8613

Toll Free Calls:

1-877-722-2372 1-877-722-2372

Postal Address:

200 Bay Street P.O. Box 75 Toronto, ON M5J 2Z5

For Your Information

Please be reminded that although securities in your acct are held in safe custody by RBC Direct Investing and not registered in your name, you have the same right as a registered shareholder to vote at meetings of an issuer and to receive material such as information circulars and proxies. You may change your shareholder communication instructions at any time by providing written instructions to RBC Direct Investing.

Asset Summary		
	MARKET VALUE AT DEC. 31	8
Cash	\$5,735.58	1.87 %
Fixed Income	\$0.00	0.00 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$0.00	0.00 %
Mutual Funds	\$0.00	0.00 %
Foreign Securities	\$0.00	0.00 %
Other	\$301,500.00	98.13 %
Total on DEC. 31	\$307,235.58	100.00 %
Total on NOV. 29	\$175,985.58	
Income Summary	<i>(</i>	
	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$0.00	\$0.00

Total Income Cash Balance

ACCOUNT	OPENING BALANCE	CLOSING BALANCE
TYPE	AT NOV. 29	AT DEC. 31
Margin - Long	\$5.735.58	\$5.735.58

\$0.00

\$0.00

Regulated by Investment Industry Regulatory Organization of Canada

- CONTINUED ON NEXT PAGE -

DEC. 31 2019

Your Account Number:

Asset Review					
	SECURITY SYMBOL	QUANTITY/ SEGREGATED	MKT. PRICE	BOOK COST	MARKET VALUE
Other					
NIO INC AMERICAN DEPOSITARY SHARES ECH RPRSNTNG ONE CL A ORD SHARE	NIO	75,000 75,000	4.020	299,285.33	\$301,500.00
Total Value of Other				299,285.33	\$301,500.00
Total Value of All Securities	es			299,285.33	\$301,500.00

DEC. 31 2019

Your Account Number:

3 of

3

- FOOTNOTES * Indicates fully paid for securities registered in your name and held by us on your behalf.
 - # Part or all of the Book Cost for this security was obtained from a source other than RBC Direct Investing. As such, RBC Direct Investing is not responsible for the completeness or accuracy of the information provided.
 - 1 Includes accrued interest.
 - ² Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact us to update the statement records.
 - ³ The Book Cost of this security is temporarily unavailable due to a pending corporate event. Please contact us for additional information.
 - **¤** The Book Cost of this security cannot be determined. Please contact us for additional information.
 - *** Converted U.S. dollar contributions or withdrawals are included in your plan summary.
 - 4 This security may be subject to a deferred sales charge at the time that it is sold
 - " There is no active market for this security so its market value has been estimated.
- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers

- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers and connected issuers, refer to the following website: www.rbc.com/issuers-disclosures or contact us.
 Please be advised that if you have set-up an Automatic Investment Plan ("AIP") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts when you subsequently purchase securities of the applicable Fund under your AIP. You may at any time request to receive, at no cost to you, the most recently filed Fund Facts by sending us a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates below. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.
 Market price and Book Cost represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Costs shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.
 In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.
 Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount position, the total amount position; market value will be used to calculate the book cost.
 Fully paid securities are segregated on the records of our custodian and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and m
- for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and may be used in
- the normal course of our business.

 A copy of our most recent summary of financial position, a list of directors and senior officers and certain additional information about us including information about commissions, fees and administrative proceedings that may relate to the firm or our staff are available for your personal inspection at our office, or a copy
- will be mailed to you upon written request.

 Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage is available upon request.
- Is available upon request.

 Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.

 With the exception of registered plans, Canadian Income Tax regulations require RBC Direct Investing Inc. to disclose to Canada Revenue Agency on a yearly basis transactions involving the sale, redemption or maturity of securities. Such transactions must be reported on your Annual Income Tax return. This statement should be retained with your Income Tax records as evidence of disposition.

 We or our affiliate act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing this function.

 Stread means the difference between the rate were or use affiliates on the rate your receives.

- foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread d-based revenues for performing this function. Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

 RBC Direct Investing Inc. may obtain trade execution and certain other services for client accounts from RBC Dominion Securities Inc.
 Please note that the following security description abbreviations may appear on your statement: NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.
 RBC Direct Investing Inc. and Royal Bank of Canada are separate corporate entities which are affiliated. RBC Direct Investing Inc. is a wholly owned subsidiary of Royal Bank of Canada and and is a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. Royal Bank of Canada and certain of its issuers are related to RBC Direct Investing Inc. RBC Direct Investing Inc. does not provide investment advice or recommendations regarding the purchase or sale of any securities. Investors are responsible for their own investment decisions. RBC Direct Investing is a business name used by RBC Direct Investing Inc. (B' TMT rademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Used under licence. (B' Royal Bank of Canada 2016, All rights reserved.
 Please note that RBC Direct Investing Inc.'s trade execution, trade settlement and custody of securities are handled by RBC Dominion Securities Inc., an affiliated company.

If you have a service request or a question about the details of your statement, please contact RBC Direct Investing at 1-800-769-2560 or write to us at:

200 Bay Street P.O. Box 75 Toronto, ON M5J 2Z5

GST/HST # R122780893 OST # R122780893

www.rbcdirectinvesting.com

Please check this Account Statement without delay and advise us of any error or omission within 30 days of the statement date.

OCT. 29 2021

Page 1 of 5

Your Account Number:

Date of Last Statement: SEPT 30, 2021

MR OSCAR FURTADO

RBC Direct Investing Inc.

Local Calls:

416-313-8613

Toll Free Calls:

1-877-722-2372 1-877-722-2372

Postal Address:

200 Bay Street P.O. Box 75 Toronto, ON M5J 2Z5

For Your Information

The annual audit of our accounts is being conducted as of October 31, 2021. Please review this statement and directly advise our auditors PricewaterhouseCoopers LLP of any errors or omissions: RBC Confirmation Centre, PwC LLP, PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario M5J 0B2.

Asset Summary

	MARKET VALUE AT OCT. 29	
Cash	\$281,991.44	60.90 %
Fixed Income	\$0.00	0.00 %
Preferred Shares	\$0.00	0.00 %
Common Shares	\$181,065.00	39.10 %
Mutual Funds	\$0.00	0.00 %
Foreign Securities	\$0.00	0.00 %
Other	\$0.00	0.00 %
Total on OCT. 29	\$463,056.44	100.00 %
Total on SEPT 30	\$408,037.94	

Income Summary

	THIS MONTH	YEAR-TO-DATE
Dividends	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Total Income	\$0.00	\$0.00

Cash Balance

ACCOUNT	OPENING	BALANCE	CLOSING	BALANCE
TYPE	AT SEPT	30	AT OCT.	29
Margin - Long	\$4	,051.24-	\$281,	991.44



OCT. 29 2021

Your Account Number:

Asse	t Review		SECURITY SYMBOL		NTITY/ REGATED	MK'	r. ICE	BOOK COST	MARKET VALUE
Comn	non Share	S							
2AMC ENT	ERTAINMENT HO	LDINGS INC	АМС		4,500 4,500	35.	370	173,594.52	\$159,165.00
2 KANDI TE	CHNOLGIES GRO	OUP INC	KNDI		5,000 5,000	4.3	380	22,459.89	\$21,900.00
Total	Value of C	ommon Shares	1					196,054.41	\$181,065.00
Total	Value of A	all Securitie	ès					196,054.41	\$181,065.00
Acco	unt Activi	ty					PRICE		
DATE	ACTIVITY	DESCRIPTION	ī		QUANTI	TY	\RATE	DEBIT	CREDIT
2 0CT. 04	BOUGHT		ance (SEPT 30, MENT HOLDINGS INC	2021)	1,	000	34.186	\$4,051.24 34,195.95	
2 OCT. 05	CASH-LIEU	INC CLASS A CO	ERATION HOLDINGS DMMON STOCK F FRAC SHARES						12.46
2 0CT. 07	SOLD	AMC ENTERTAINI CL A COM UNSOLICITED CA	MENT HOLDINGS INC		1,	000-	37.62		37,610.15
2 OCT. 08	BOUGHT	AMC ENTERTAINI CL A COM UNSOLICITED DA	MENT HOLDINGS INC		1,	000	35.949	35,959.75	
2 0CT. 13	BOUGHT	AMC ENTERTAINI CL A COM UNSOLICITED DA AS OF 10/11/21	MENT HOLDINGS INC		1,	000	37.209	37,219.85	

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
9 2 OCT. 13	BOUGHT	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED DA AS OF 10/11/21	1,000	36.575	36,584.95	
9 2 OCT. 13	SOLD	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED CA AS OF 10/11/21	1,000-	38.234		38,223.85
9 2 OCT. 13	SOLD	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED CA	1,000-	38.161		38,151.35
9 2 OCT. 14	BOUGHT	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED DA	750	36.298	27,233.97	
9 2 OCT. 18	SOLD	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA	750-	38.56		28,910.46
9 2 OCT. 19	SOLD	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED CA	1,000-	40.851		40,841.44
9 2 OCT. 19	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA	5,000-	42.53		212,638.98
9 2 OCT. 21	SOLD	GREENIDGE GENERATION HOLDINGS INC CLASS A COMMON STOCK UNSOLICITED CA	517-	23.71		12,248.05

OCT. 29 2021

Your Account Number:

Acco	unt Activi	ty				
DATE	ACTIVITY	DESCRIPTION	QUANTITY	PRICE \RATE	DEBIT	CREDIT
2 OCT. 22	INTEREST	INT FR 09/22 THRU10/21@ 4 1/2% BAL 233,391- AVBAL 21,940			81.15	
9 2 OCT. 25	SOLD	KANDI TECHNOLGIES GROUP INC UNSOLICITED CA	5,000-	4.50		22,492.93
9 2 OCT. 26	BOUGHT	AMC ENTERTAINMENT HOLDINGS INC CL A COM UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA	1,000	36.589	36,599.36	
9 2 OCT. 26	BOUGHT	KANDI TECHNOLGIES GROUP INC UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ DA	5,000	4.489	22,459.89	
9 2 OCT. 28	BOUGHT	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED DA	2,500	45.318	113,305.95	
9 2 OCT. 29	SOLD	LI AUTO INC AMERICAN DEPOSITARY SHARES UNSOLICITED AVG PRICE SHOWN-DETAILS ON REQ CA	2,500-	32.803		81,997.88
9 2 OCT. 29	SOLD	XPENG INC ADS EACH REPRESENTING TWO CLASS A ORDINARY SHARES UNSOLICITED CA	2,500-	46.626		116,555.95
162		Closing Balance (OCT. 29, 2021)				\$281,991.44

OCT. 29 2021

Your Account Number:

5 of 5

- FOOTNOTES * Indicates fully paid for securities registered in your name and held by us on your behalf.
 - # Part or all of the Book Cost for this security was obtained from a source other than RBC Direct Investing. As such, RBC Direct Investing is not responsible for the completeness or accuracy of the information provided.
 - 1 Includes accrued interest.
 - ² Part of or all of the Book Cost on this security position is unknown resulting in the use of market value. The market value applied was September 30, 2015 or later, depending on the transaction activity for this security position. Please contact us to update the statement records.
 - ³ The Book Cost of this security is temporarily unavailable due to a pending corporate event. Please contact
 - **¤** The Book Cost of this security cannot be determined. Please contact us for additional information.
 - *** Converted U.S. dollar contributions or withdrawals are included in your plan summary.
 - ⁴ This security may be subject to a deferred sales charge at the time that it is sold.
 - There is no active market for this security so its market value has been estimated
- We may facilitate trades in securities of related issuers and connected issuers of the firm in your account. For a list of such related issuers
- and connected issuers, refer to the following website: www.rbc.com/issuers-disclosures or contact us.

 Please be advised that if you have set-up an Automatic Investment Plan ("AIP") to purchase one or more mutual funds, you will not receive a copy of the respective Fund Facts when you subsequently purchase securities of the applicable Fund under your AIP. You may at any time request to receive, at no cost to

- respective Fund Facts when you subsequently purchase securities of the applicable Fund under your AIP. You may at any time request to receive, at no cost to you, the most recently filed Fund Facts by sending us a secure message through the online investing site's Message Centre or by calling or writing to us at the coordinates below. The most recently filed Fund Facts may also be found by visiting either www.sedar.com or the website of the applicable Mutual Fund Manager.

 Market price and Book Cost represent currently available prices. Some securities in your portfolio may not be priced because data was unavailable. Market prices and Book Costs shown are obtained from sources we believe are reliable but we do not guarantee their accuracy.

 In cases where securities in your portfolio display a Market Price of 'UNPRICED', the current market value is not determinable.

 Unless otherwise advised, the Book Cost means: In the case of a long security position, the total amount paid for the security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions; or In the case of a short security position, the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate actions: Where a book cost is not available on a security position; market value will be used to calculate the book cost. used to calculate the book cost.
- Fully paid securities are segregated on the records of our custodian and cannot be used in the normal course of our business. Any free credit balance for non-registered accounts represents funds payable on demand, which although properly recorded in our books, are not segregated and may be used in the normal course of our business.
- A copy of our most recent summary of financial position, a list of directors and senior officers and certain additional information about us including information about commissions, fees and administrative proceedings that may relate to the firm or our staff are available for your personal inspection at our office, or a copy will be mailed to you upon written request.

 Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coverage

- Customers accounts are protected by the Canadian Investor Protection Fund within specified limits. A brochure describing the nature and limits of the coving savailable upon request.
 Income derived from mutual funds will be included on a T5 or T3 that will be issued by each mutual fund management company. As such, this income is not reported in the "Income Summary" of your account statement.
 With the exception of registered plans, Canadian Income Tax regulations require RBC Direct Investing Inc. to disclose to Canada Revenue Agency on a yearly basis transactions involving the sale, redemption or maturity of securities. Such transactions must be reported on your Annual Income Tax return. This statement should be retained with your Income Tax records as evidence of disposition.
 We or our affiliate act as principal on foreign currency conversions and fixed income transactions and apply discretionary currency conversion rates. The foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing this function.
- foreign currency conversion rate shown on the confirmation statement includes our or our affiliates' spread-based revenues for performing this function
- Spread means the difference between the rate we or our affiliates obtain and the rate you receive.

 RBC Direct Investing Inc. may obtain trade execution and certain other services for client accounts from RBC Dominion Securities Inc.
- RBC Direct Investing Inc. may obtain trade execution and certain other services for client accounts from RBC Dominion Securities Inc.

 Please note that the following security description abbreviations may appear on your statement: NON VTG for non-voting shares; RES VTG for restricted voting shares; SUB VTG for subordinate voting shares; DSC for securities which may be subject to a deferred sales charge; LL, LL2, LL3 or LL4 for securities which may be subject to a low load deferred sales charge.

 RBC Direct Investing Inc. and Royal Bank of Canada are separate corporate entities which are affiliated. RBC Direct Investing Inc. is a wholly owned subsidiary of Royal Bank of Canada and is a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. Royal Bank of Canada and certain of its issuers are related to RBC Direct Investing Inc. RBC Direct Investing Inc. does not provide investment advice or recommendations regarding the purchase or sale of any securities. Investors are responsible for their own investment decisions. RBC Direct Investing is a business name used by RBC Direct Investing Inc. ®/ TMTrademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Used under licence. © Royal Bank of Canada 2016. All rights reserved.

 Please note that RBC Direct Investing Inc.'s trade execution, trade settlement and custody of securities are handled by RBC Dominion Securities Inc., an affiliated company.

If you have a service request or a question about the details of your statement, please contact RBC Direct Investing at 1-800-769-2560 or write to us at:

200 Bay Street P.O. Box 75 Toronto, ON

M5J 2Z5

GST/HST # R122780893 QST # R122780893

www.rbcdirectinvesting.com

Please check this Account Statement without delay and advise us of any error or omission within 30 days of the statement date.

This is Exhibit "71" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	dividend of \$6 million, but it was very
2	straightforward. It was more of a thank you than
3	anything else.
4	BY MS. COLLINS:
5	Q. And so was it ever
6	disclosed to the shareholders of Spadina Adelaide
7	LP that you had become a shareholder of Adelaide
8	Square Developments? Do you know? Did you ever
9	disclose it to them?
10	A. The transaction took
11	place after the closing of the deal and it has no
12	impact to the unitholders, not the shareholders,
13	the unitholders of Adelaide Square Development LP.
14	Q. Okay, so was it ever
15	disclosed to the unitholders of the Spadina
16	Adelaide LP that you had received shares in
17	Adelaide Square Developments?
18	A. As I was just saying,
19	because there was no requirement, because there's
20	no financial impact to them, financial impact at
21	all, it was not disclosed.
22	Q. Okay. And so then the
23	corollary of that is that the dividend that you
24	received from them, that also was not disclosed to
25	the unitholders?

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	A. Correct.
2	Q. Thank you.
3	Ms. Vaillancourt, do you have further questions on
4	that issue?
5	MS. VAILLANCOURT: No. That's
6	fine. We can move on. Thanks.
7	BY MS. COLLINS:
8	Q. Okay, so question
9	number five in the written questions, one of the
10	written questions asked for the
11	MS. VAILLANCOURT: Sorry,
12	Stephanie, I just had one question.
13	BY MS. VAILLANCOURT:
14	Q. That conversation you
15	told us about where they decided to give you
16	shares, who was that conversation with at the
17	Adelaide company, Mr. Furtado?
18	A. I believe I answered that
19	question earlier. All the conversations were with
20	Angelo Pucci.
21	Q. Okay, thank you.
22	BY MS. COLLINS:
23	Q. Okay, so question five
24	talks about the answers to the written questions,
25	and the answers note that the Class D unitholder

CONFIDENTIAL July 7, 2021

COMPELLED INTERVIEW OF OSCAR FURTADO

- can be given to me as a dividend, it's more tax
- 2 effective for me.
- 3 170 Q. Did you tell investors in
- 4 the Go-To Spadina Adelaide LP that Furtado
- 5 Holdings was going to and did receive this
- 6 \$388,000 payment from Adelaide Square
- 7 Developments?
- 8 A. Sorry, did I tell who?
- 9 MR. MANN: Your voice lapsed.
- 10 BY MS. HOULT:
- 11 171 Q. Unit holders in the Go-To
- 12 Spadina Adelaide LP. Did you tell investors that
- you were going to receive this \$388,000 payment?
- A. No, I didn't.
- 15 172 Q. Sorry, I didn't hear you.
- 16 A. No, I didn't tell them.
- 17 173 Q. Okay. I apologize. I
- 18 had Mr. Baik take it off the screen. We may not
- 19 need it back. I would like to know where that
- 20 memorandum of agreement, where was it kept in the
- 21 LP's records?
- MR. MANN: Do you know?
- THE INTERVIEWEE: I don't
- 24 recall offhand where we kept it.
- 25 BY MS. HOULT:

This is Exhibit "72" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.

Expires March 22, 2024.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	end of this examination. But you have marked
2	documents as exhibits, and I would like copies of
3	the documents that you marked as exhibits to Mr.
4	Furtado's examination. Are you refusing to do
5	that?
6	MS. VAILLANCOURT: This is a
7	confidential investigation, Mr. Mann. So it is
8	not our practice to we will consider your
9	request.
10	I think most of the documents
11	we referred to today are documents either that
12	your client provided us with or things that are
13	public record like what's registered on title
14	and/or Mr. Furtado's personal bank accounts or his
15	company bank accounts.
16	So it may not be contentious.
17	Let me we will consider that, but like I said
18	it is not our practice to do that after the fact,
19	but we will consider it.
20	MR. MANN: I am making a
21	request for all of the documents that were marked
22	as exhibits, so I will wait to hear from you on
23	that.
24	BY MS. COLLINS:
25	Q. Mr. Baik, can you now go

CONFIDENTIAL September 24, 2020

COMPELLED INTERVIEW OF OSCAR FURTADO

- 1 to April 2019. Okay. So I am going to show you a
- deposit that was made April 16th, 2019, in the
- 3 amount of \$388,087.33.
- Now, Mr. Baik, can you now
- 5 pull up document 3099 please. Mr. Baik is going
- 6 to bring up the supporting documentation for that
- 7 transaction. As you can see, that is the deposit
- 8 slip for \$388,087.33.
- 9 Now let's see the cheque,
- 10 please, Mr. Baik. Here is the cheque. It has
- 11 come from Concorde Law Professional Corporation.
- 12 It says at the bottom: 46 Charlotte Street,
- 13 Toronto.
- 14 Can you tell me what that
- 15 cheque represents?
- 16 MR. MANN: Do you recall?
- 17 THE WITNESS: I don't recall.
- 18 I don't recall offhand.
- 19 BY MS. COLLINS:
- 20 340 Q. Okay. Can you undertake
- 21 to find out, please?
- MR. MANN: Well, if you send
- us all of these documents.
- MS. VAILLANCOURT: No, that is
- not how it works, Mr. Mann. We are asking a

This is Exhibit "73" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Mucal

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	Q. So we are looking at the
2	Furtado account holdings. Bank statement.
3	Document 10223-00000911, and on October 1st, 2019,
4	there was a funds transfer from Schneider Ruggiero
5	for \$6 million. Mr. Furtado, can you tell me what
6	those funds are for?
7	MR. MANN: Do you remember?
8	THE WITNESS: I don't recall
9	offhand.
10	MR. MANN: Who is the transfer
11	from? All it says is "IT Schneider, Ru."
12	MS. COLLINS: It says "TT
13	Schneider, Ru," and that is Schneider Ruggiero.
14	MR. MANN: And you know this
15	because there is another document, I take it? I
16	am just trying to follow along.
17	Again, I apologize. I have
18	never seen these documents before now and I am
19	just trying to understand them for the first time.
20	MS. COLLINS: Well, Mr.
21	Furtado doesn't recall, so we will leave it with
22	him and he can tell us if we're wrong.
23	MR. MANN: That's fair. You
24	are reading a document into the record and you
25	have read it in incorrectly. That is all I am

This is Exhibit "74" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONTINUED INTERVIEW OF OSCAR FURTADO

1	and Scarfone Hawkins is the solicitor for that
2	property, it has no relation or any relation to
3	Go-To Developments or any of the LPs, and it
4	received an income from that property.
5	Q. Okay, so that dollar
6	figure is just income from a property?
7	A. Correct, dividend
8	MR. MANN: It's a dividend
9	paid, yes. That's unrelated to any of the
10	projects that are the subject matter of your
11	dealings.
12	BY MS. COLLINS:
13	371 Q. Okay. On April 16, 2019,
14	the account received \$388,087.33 from Concorde Law
15	Professional Corporation. Can you tell me what
16	that was in relation to?
17	A. Right. Furtado Holdings
18	assumed the risk for a non-refundable deposit that
19	was put on during negotiations for the Adelaide
20	Square Development acquisitions. And as a return
21	on the deposit, because of the risk assumed, after
22	the closing of the deal Adelaide Square
23	Developments made that payment to Furtado
24	Holdings.
25	Q. Okay. Just so I

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	understand, did you say you got a return of the
2	deposit?
3	A. It's a return on the
4	sorry. It's an investment return on deposit.
5	MR. MANN: The \$388,000 is a
6	return on the deposit. It is a
7	BY MS. VAILLANCOURT:
8	373 Q. Is it like interest on
9	the deposit? Is that what you mean? Was it
10	because it was held in a trust account and there's
11	interest? I'm not following.
12	A. It was interest, yes.
13	MR. MANN: Ms. Vaillancourt,
14	this \$388,000 and Mr. Furtado, you can ask him
15	to confirm this as I understand it is not the
16	deposit. The deposit was paid for the
17	transaction. But for the deposit, the transaction
18	would likely have created Mr. Furtado or the
19	deposit was paid and in addition to receiving the
20	deposit back, Furtado Holdings received this
21	\$388,000 as a return on the deposit. I'm not
22	going to categorize it as interest or whatever,
23	but it's above and beyond the actual deposit that
24	was paid.
25	MS. VAILLANCOURT: Thank you.

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	MR. MANN: Is that correct?
2	THE WITNESS: Correct.
3	BY MS. COLLINS:
4	Q. And how was it decided
5	that Spadina Adelaide would pay that return to
6	Furtado Holdings?
7	A. At the time the deposit
8	was required, Adelaide Square Developments did not
9	have the money. And as part of the negotiations
10	for the property, additional funds were requested
11	or the deal would be cancelled, so I offered the
12	deposit on the condition and assumed the risk that
13	it would be lost when the deal closed. And I
14	asked management at Adelaide Square Developments
15	to pay me a fee on the deposit if the deal closes
16	because I was assuming the risk.
17	Q. Okay. And is there some
18	kind of a contract or other written document that
19	sets that out?
20	A. No. That's a verbal
21	discussion.
22	Q. Okay. And who did you
23	have that discussion with?
24	A. Angelo Pucci.
25	Q. I'm sorry, Angela?

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	A. Angelo Pucci.
2	Q. Okay. And who is Angelo
3	Pucci in relation to the Spadina Adelaide LP?
4	A. He has no relation to the
5	Spadina Adelaide LP. He is the director,
6	president, of Adelaide Square Developments, the
7	company that assigned the property to us.
8	BY MS. VAILLANCOURT:
9	Q. And I apologize if you
10	already said this. I didn't hear it properly.
11	Who paid the return? Because it was coming from
12	Concorde Law, but which entity paid the return to
13	Furtado Holdings?
14	A. Adelaide Square
15	Developments did.
16	BY MS. COLLINS:
17	Q. And that's a company that
18	you don't control. Is that correct?
19	A. Correct.
20	Q. And do you have any
21	shareholdings in that company at all?
22	A. Prior to the closing of
23	the transaction, no. I was given a few common
24	shares in a non-controlling interest after the
25	closing.

This is Exhibit "75" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	an offer having been received that it essentially
2	"ties up," in air quotes, the properties.
3	BY MS. COLLINS:
4	Q. I'm not actually
5	suggesting there's anything improper. I'm simply
6	using the language that Mr. Furtado used.
7	So, my question is: How did
8	Spadina Adelaide, either LP, GP, or both, get
9	involved in that project?
10	A. Their representatives,
11	Adelaide Square Developments representatives,
12	contacted me to see if I was interested in
13	acquiring a property in the Downtown Toronto core
14	Q. Okay. And was that
15	person the Angelo Pucci?
16	A. No. His representatives
17	contacted me.
18	390 Q. I see. And so who were
19	his representatives?
20	A. He had several. The
21	contacts from APM Holdings, the manager of APM
22	Holdings contacted me. He had engaged them to
23	assist in the complete transaction.
24	391 Q. I see, okay. Thank you.
25	So, we're still on question four and the next

CONTINUED INTERVIEW OF OSCAR FURTADO

1	point, (c). So, \$6 million was transferred or
2	deposited into the account on October 1, 2019 by
3	Schneider Ruggiero, and can you explain to me why
4	Furtado Holdings received those funds?
5	A. It is similar to it is
6	related to the Adelaide Square Development
7	project. As I said in my previous answer, the
8	management of Adelaide Square Developments
9	Holdings decided approached me, which I was not
10	aware they were going to do so, after the closing
11	and said they wanted to give me some shares in the
12	company in a minority interest.
13	They then decided to declare a
14	dividend of \$6 million with Furtado Holdings, but
15	primarily for the significant contributions that
16	kept the deal together in many aspects of
17	negotiations or the deal would have been lost and
18	they wouldn't have made the significant funds they
19	made, so they issued me a dividend for that loss.
20	392 Q. Okay, so the dividend was
21	from your shareholding in Adelaide Square
22	Developments?
23	A. That was done after,
24	subsequent to the closing.
25	393 Q. But what I'm trying to

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	understand is you noted that the \$6 million was a
2	dividend, and I'm just trying to make sure I've
3	got it right. That was for shares in Adelaide
4	Square Developments or was that for a shareholding
5	in something else?
6	A. It was the shares that
7	were issued to me, common shares, the ten percent,
8	eleven percent common shares, in Adelaide Square
9	Developments, yes.
10	Q. And so how many shares of
11	Adelaide Square Developments do you own?
12	A. Eleven percent.
13	395 Q. Eleven percent of the
14	common shares?
15	A. Correct.
16	396 Q. Okay. And so do you
17	know, with respect to that dividend that was paid
18	that you received in 2019, do you know if it was
19	something that all common shareholders got?
20	A. I'm not aware of who got
21	dividends of the shareholders.
22	397 Q. Okay. And who was your
23	usual contact at Adelaide Square Developments? Is
24	it Angelo Pucci?
25	A. Correct.

CONTINUED INTERVIEW OF OSCAR FURTADO

1	398 Q. Okay.		
2	BY MS. VAILLANCOURT:		
3	399 Q. I have some questions. I		
4	just don't understand and maybe I didn't know		
5	we would need to go into this level of		
6	transaction, so I'm sorry if I get some of the		
7	facts wrong.		
8	But the Adelaide limited		
9	partnership, you have raised capital for the		
10	Adelaide limited partnership and they're acquiring		
11	the Spadina Adelaide properties ultimately.		
12	Correct?		
13	A. The equity rates, they		
14	acquired units in the limited partnership and the		
15	limited partnership acquired the properties.		
16	Q. Right, and so that		
17	investor money was used in part to acquire these		
18	properties?		
19	A. Correct.		
20	Q. All right. And the		
21	investment of these investors won't really be		
22	monetized until this property is developed and,		
23	when that happens, you'll be in a position to		
24	return the capital and give them profits?		
25	A. That is not correct.		

CONTINUED INTERVIEW OF OSCAR FURTADO

1	402 Q. Oh, okay.		
2	A. If you go through the		
3	limited partnership for Adelaide Square		
4	Developments, it is clear in there that the		
5	returns the investments will be returned and		
6	the coupon on their investment will be returned,		
7	will be paid out, upon achievement of site plan		
8	approval from the city, which is significantly		
9	403 Q. Okay.		
10	A before the		
11	developments took place.		
12	Q. Okay, so that's different		
13	than the other projects, then?		
14	A. Correct.		
15	Q. Okay. Thank you for that		
16	clarification. So, I'm just trying to understand		
17	how is it that you are able to receive \$6 million		
18	at this juncture? Like, I don't understand that.		
19	A. It's a decision by		
20	Adelaide Square Developments.		
21	MR. MANN: It wasn't something		
22	that was part of the agreement. It wasn't		
23	negotiated or anything. It was something that		
24	they brought in after the deal closed. It wasn't		
25	anything that was expected or negotiated or part		
	Page 269		

Arbitration Place

1 48

CONTINUED INTERVIEW OF OSCAR FURTADO

1	of any transaction prior to that point in time.
2	BY MS. VAILLANCOURT:
3	Q. Okay, so did they end up
4	making money? Do you know how much money they
5	made as being the you know, they put the first
6	offer on the property and then Go-To, Adelaide
7	Spadina, ultimately end up acquiring the property.
8	Do you know what the difference is in the purchase
9	price between what the LP paid and what the offer
10	had been by the Adelaide company?
11	A. There were three
12	agreements. One was the purchase of 46 Charlotte
13	for \$16.5 million, that you have. The second
14	agreement was for the purchase of 355 Adelaide for
15	\$6.8 million. And the third agreement is an
16	assignment to the agreement for \$20,950,000, so
17	the $$20,950,000$ would be the profit they made
18	sorry, would be the payment, sorry, it would be
19	the payment made to them. What their expenses are
20	against that payment, I don't know, so what that
21	profit is, I don't know.
22	Q. So then after they get
23	their money, which would include a gross amount of
24	\$20 million that they have to maybe write off
25	certain expenses to, after that happens, they pay

CONTINUED INTERVIEW OF OSCAR FURTADO

1	you \$6 million?
2	A. I don't know their
3	finances, but I know I received a payment for
4	\$6 million.
5	Q. And on what basis did you
6	become invested in their company? Like, how did
7	that arise in the context of this transaction?
8	A. Well, they saw the value
9	that I brought to the transaction. The
10	transaction was going to fail in many aspects,
11	including the negotiations of the density clause
12	with that administration. That was my idea that I
13	put forth because they're going to walk away from
14	the deal and say, we want more money from this
15	deal or we're not going to sell it to you, approve
16	the sale to you, so I came up with the whole
17	concept of the density clause and the terms in
18	there. So, everything I came up with, Adelaide
19	Square Developments management did not, I did. I
20	came up with the ideas to save the deal because I
21	wanted to save it and protect my investments and
22	close the deal.
23	Q. Okay. So, what you're
24	saying is that they had an offer in place, then
25	the offer was in jeopardy of not closing, and you

CONTINUED INTERVIEW OF OSCAR FURTADO

1	came up with the density clause that resulted in		
2	the deal being able to close. Is that what you're		
3	saying?		
4	A. That is only one aspect.		
5	That's only dealing with 46 Charlotte. And you've		
6	received all the paperwork for Adelaide Square,		
7	for 355 Adelaide Square also. There were various		
8	amendments to the original agreement that they		
9	tied up the property with, various amendments		
10	including the additional \$800,000 deposit that was		
11	required to save the deal. So, every time		
12	negotiations were required and deals were		
13	required, I pretty much came up with everything,		
14	the whole strategy, to protect the deals.		
15	BY MS. COLLINS:		
16	Q. Do you think that that		
17	was the reason why they were gifting you these		
18	shares?		
19	MR. MANN: Sorry, can you		
20	repeat that question?		
21	BY MS. COLLINS:		
22	Q. Well, Mr. Furtado has		
23	suggested that he got the Adelaide Square		
24	Development shares for free, so they effectively		
25	gifted him the shares		

CONTINUED INTERVIEW OF OSCAR FURTADO

1	MR. MANN: NO.				
2	BY MS. COLLINS:				
3	Q and I'm wondering can				
4	you tell me about the conversation where they told				
5	you that they were going to give you these shares?				
6	MR. MANN: So, the premise of				
7	your question is totally inconsistent with what he				
8	said. He didn't say that they gave him shares for				
9	free. And your first part of your question, you				
10	had a whole bunch of questions in there,				
11	Ms. Collins. Why do you think they gave it to				
12	you? He's already answered those questions.				
13	And he didn't pay for these				
14	shares, so I don't know if that's what you mean,				
15	you got them for free, but that's not a fair				
16	characterization of his evidence. He has				
17	indicated directly or indirectly various				
18	significant contributions that he made, and that				
19	they then came to him and said, well, because				
20	you've done all that, we're going to give you				
21	these shares. It's not something that was				
22	negotiated as part of the transaction.				
23	And then subsequently, after				
24	the closing of the transaction, they came to him,				
25	again not negotiated, not requested, not expected,				

CONTINUED INTERVIEW OF OSCAR FURTADO

1	and gave the \$6 million. Those are the facts.
2	MS. COLLINS: But that's why
3	I'm asking him about the conversation where they
4	came to him and told him that they were going to
5	give him the shares in Adelaide Square
6	Developments. I would like to know about that
7	conversation.
8	MR. MANN: That's different
9	than what you just asked before. So, if you're
10	asking him, tell me about the conversation, he
11	will give you that answer.
12	MS. VAILLANCOURT: She just
13	asked the question. She
14	MS. COLLINS: I did ask that
15	question.
16	THE WITNESS: The conversation
17	was very straightforward. They called me, I went
18	and met with them, and they said that they wanted
19	to thank me for the value of the deal, they made a
20	lot of money on the deal, and they wanted to give
21	me some shares in the company. And they decided
22	that they were going to give me 11 percent of the
23	shares and we did the paperwork for that.
24	They then said to me, as part
25	of the dividend, they were going to give me a

CONTINUED INTERVIEW OF OSCAR FURTADO

1	dividend of \$6 million, but it was very		
2	straightforward. It was more of a thank you than		
3	nything else.		
4	BY MS. COLLINS:		
5	Q. And so was it ever		
6	disclosed to the shareholders of Spadina Adelaide		
7	LP that you had become a shareholder of Adelaide		
8	Square Developments? Do you know? Did you ever		
9	disclose it to them?		
10	A. The transaction took		
11	place after the closing of the deal and it has no		
12	impact to the unitholders, not the shareholders,		
13	the unitholders of Adelaide Square Development LP.		
14	Q. Okay, so was it ever		
15	disclosed to the unitholders of the Spadina		
16	Adelaide LP that you had received shares in		
17	Adelaide Square Developments?		
18	A. As I was just saying,		
19	because there was no requirement, because there's		
20	no financial impact to them, financial impact at		
21	all, it was not disclosed.		
22	Q. Okay. And so then the		
23	corollary of that is that the dividend that you		
24	received from them, that also was not disclosed to		
25	the unitholders?		

CONTINUED INTERVIEW OF OSCAR FURTADO

1	A. Correct.			
2	Q. Thank you.			
3	Ms. Vaillancourt, do you have further questions on			
4	that issue?			
5	MS. VAILLANCOURT: No. That's			
6	fine. We can move on. Thanks.			
7	BY MS. COLLINS:			
8	Q. Okay, so question			
9	number five in the written questions, one of the			
10	written questions asked for the			
11	MS. VAILLANCOURT: Sorry,			
12	Stephanie, I just had one question.			
13	BY MS. VAILLANCOURT:			
14	Q. That conversation you			
15	told us about where they decided to give you			
16	shares, who was that conversation with at the			
17	Adelaide company, Mr. Furtado?			
18	A. I believe I answered that			
19	question earlier. All the conversations were with			
20	Angelo Pucci.			
21	Q. Okay, thank you.			
22	BY MS. COLLINS:			
23	Q. Okay, so question five			
24	talks about the answers to the written questions,			
25	and the answers note that the Class D unitholder			

This is Exhibit "76" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Re: Summons to Oscar Furtado, dated December 16, 2020

 All correspondence, including but not limited to emails, text messages, letters and meeting notes, with Adelaide Square Developments Inc. ("Adelaide Square") and/or its representatives in relation to the purchase and sale of the buildings at 46 Charlotte Street, Toronto and 355 Adelaide Street West, Toronto;

There is no correspondence, etc., as requested, with Adelaide Square Developments Inc. and/or its representatives. Save and except for communications via email or text arranging meetings, which were discarded following the particular meeting, all communications were carried out by in-person meetings with Adelaide Square Developments Inc. In addition, with respect to any notes that might have been taken during any meetings (which was not the case in all meetings), the notes were never retained. As a matter of course, once the terms of any transaction were reduced to writing by way of a Purchase and Sale Agreement, the notes were always discarded. Legal documents were maintained as part of the transaction and, while this material has not been requested, the following is a chronology of key documents that were received or prepared up to the closing date of the transaction, being April 4th 2019.

Chronology of Key Documents re: Question #1

#	onology of Key Docume Date	Action	Back-up/Document
1	October 19 th 2018	Go-To Spadina Adelaide Square Inc. was	See attached Articles of
2	October 19 th 2018	incorporated. Go-To Spadina Adelaide Square LP was created.	Incorporation See attached FORM 3
3	December 21st 2018	Original Purchase Price: \$74.25 Million. First Agreement of Purchase and Sale between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square LP was prepared by Torkin Manes on Dec 21st 2018. The offer was signed back by Adelaide Square Developments Inc. with no changes.	See the attached for first agreement of Purchase and Sale
4	December 22 nd 2018	The Agreement of Purchase and Sale dated December 21 st 2018 was amended on Dec 22 nd 2018.	See the attached for the amending agreement.
5	January 17 th 2019	A Waiver and Amending agreement signed by Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square LP by which Go-To waived due diligence conditions and the purchase price remains in force.	See the attached for Waiver and Amending Agreement
6	February 4 th 2019	A Waiver and Amending agreement was signed by Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square LP changing the closing date of the transaction to March 18 th 2019.	See the attached for Waiver and Amending Agreement
7	February 2019	Go-To Developments prepared a Land Pro Forma to determine the profitability of the project, showing a purchase price of \$74.25 Million. The Land Pro Forma was shared with potential investors prior to subscription agreements being signed. The Land Pro Forma contained all the information obtained to determine the profitability of the project.	See the attached Land Pro Forma

March 14 th 2019	Fourth Amending Agreement to the purchase and sale agreement between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square Inc. was signed to correct a date error.	See the attached for amending agreement.
February 15 th 2019 – April 3 rd 2019	For Information purposes, attached is a list of the Investors that acquired Limited Partnership units in Go-To Spadina Adelaide Square LP before the closing of the transaction. The subscription agreements summarized on this list were previously provided to the OSC on November 8 th 2019 in response to OSC's summons dated Nov 7 th 2019. All investors signed subscription agreements after the Purchase and Sale Agreement for \$74.25 million was firmed up on Jan 17 th 2019.	See the attached Investor summary sheet outlining the dates of the subscription agreements.
February 15 th 2019 – June 2020	For information purposes, the Limited Partnership Agreement is attached. All investors were given a targeted fixed rate of return as outlined in "Schedule A & B" of the Limited Partnership agreement. Investors did not participate in any profit share. The fixed rate of return is in accordance with the Limited Partnership Agreement.	See the attached "Schedule A & B" in the Go-To Spadina Adelaide Square Limited Partnership Agreement.
April 4 th 2019	The final land purchase closed on April 4 th 2019 and was made up of 3 agreements: a) Purchase Price: \$16.5 million 46 Charlotte — Assignment of Agreement of Purchase & Sale Between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square LP. b) Purchase Price: \$36.8 Million 355 Adelaide Street West — Assignment of Agreement of Purchase and Sale between Adelaide Square Developments Inc. & Go-To Spadina Adelaide Square LP. c) Purchase Price: \$20.95 Million Assignment Fee Agreement — between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square Developments LP. Total Price: \$74.25 Million	See the attached for 3 'sets' of agreements.
	February 15 th 2019 – April 3 rd 2019 February 15 th 2019 – June 2020	purchase and sale agreement between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square Inc. was signed to correct a date error. February 15th 2019 — April 3rd 2019 For Information purposes, attached is a list of the Investors that acquired Limited Partnership units in Go-To Spadina Adelaide Square LP before the closing of the transaction. The subscription agreements summarized on this list were previously provided to the OSC on November 8th 2019 in response to OSC's summons dated Nov 7th 2019. All investors signed subscription agreements after the Purchase and Sale Agreement for \$74.25 million was firmed up on Jan 17th 2019. February 15th 2019 — June 2020 For information purposes, the Limited Partnership Agreement is attached. All investors were given a targeted fixed rate of return as outlined in "Schedule A & B" of the Limited Partnership agreement. Investors did not participate in any profit share. The fixed rate of return is in accordance with the Limited Partnership Agreement. April 4th 2019 The final land purchase closed on April 4th 2019 and was made up of 3 agreements: a) Purchase Price: \$16.5 million 46 Charlotte — Assignment of Agreement of Purchase & Sale Between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square LP. b) Purchase Price: \$36.8 Million 355 Adelaide Street West — Assignment of Agreement of Purchase and Sale between Adelaide Square Developments Inc. & Go-To Spadina Adelaide Square LP. c) Purchase Price: \$20.95 Million Assignment Fee Agreement — between Adelaide Square Developments Inc. and Go-To Spadina Adelaide Square Developments Inc.

12	June 3 rd 2019	Colliers International performed an appraisal of the combined properties prior to the closing of the transaction on April 4 th 2019. The appraisal values were shared with Go-To Spadina Adelaide Square LP. The appraisal was issued in final form to Go-To Spadina Adelaide Square Inc. on June 3 rd 2019. The value of the Colliers Appraisal was shared with all	See the attached Colliers Appraisal dated June 3 rd 2019.
		the investors prior to any subscription agreements being signed. The Appraisal set out the value of the combined properties as being \$82,340,000 which exceeded the purchase price of \$74,250,000 that was paid for the combined properties, and all investors were aware of this, therefore demonstrating that the properties were acquired as an assembly below market value.	
13	July 20 th 2020	An Appraisal was carried out by Cushman and Wakefield on June 30 th 2020. The appraisal value of the properties increased to \$104,800,000, therefore demonstrating that the value of the combined properties continued to increase as the development plans advanced.	See the attached Appraisal by Cushman & Wakefield effective June 30 th 2020.

2. All correspondence, including but not limited to emails, text messages, letters and meeting notes with Adelaide Square and/or its representatives, in relation to any proposed and actual issuance of shares of Adelaide Square to Oscar Furtado, any entity controlled by him and/or otherwise to his benefit;

There is no correspondence, etc., as requested, with Adelaide Square Developments Inc. and/or its representatives. Save and except for communications via email or text arranging meetings, which were discarded following the particular meeting, all communications were carried out by in-person meetings with Adelaide Square Developments Inc. In addition, with respect to any notes that might have been taken during any meetings (which was not the case in all meetings), the notes were never retained. As a matter of course, once the terms of any transaction were reduced to writing, the notes were always discarded. After the closing of the transaction, the President of Adelaide Square Developments Inc. met with Oscar Furtado and expressed the plan to amend Adelaide Square Developments Inc.'s Articles of Incorporation and to issue Common Shares to Furtado Holdings Inc.

3. Copies of all documents relating to the issuance of shares in Adelaide Square to Oscar Furtado, any entity controlled by him and/or otherwise to his benefit, including but not limited to any subscription agreement, the share certificates, and any documents evidencing any and all payments made by Oscar Furtado, any entity controlled by him and/or otherwise to his benefit for such shares;

Attached are copies of the documentation that was given to Oscar Furtado in a meeting held at the Adelaide Square Developments Inc.'s solicitor's office on April 15th 2019.

Chronology of Key Documents re: Questions #2 & #3

#	Date	Action	Back-Up/Documents
1	April 12 th 2019	Angelo Pucci amended the Articles of	See the attached for the
		Incorporation after the April 4th 2019 closing of	Articles of Amendment of
		the transaction to create a different share	Adelaide Square
		structure. This was done on April 12 th 2019.	Developments Inc.
2	April 15 th 2019	Oscar Furtado, as a signing officer for Furtado	See the attached for
		Holdings Inc., met with Angelo Pucci on April 15 th	Special Resolution of the
		2019 at the office of Angelo Pucci's solicitors to	Shareholders of Adelaide
		sign documents. The first document signed was a	Square Developments Inc.
		"Special Resolution of the shareholders of	
		Adelaide Square Developments Inc.".	
3	April 15 th 2019	Furtado Holdings Inc. subscribed for 11 Class 'A'	See the attached for
		Common Shares in the Capital Stock of the	Adelaide Square
		Corporation on April 15th 2019, representing an	Developments Inc –
		11% interest in the capital stock.	Subscription of Shares.
4	April 15th 2019	On April 15 th , 2019, Angelo Pucci, as sole Director	See the attached for
		of the Corporation, signed the "Resolution of the	Resolution of the Board of
		Board of Directors", whereby the Sole Director of	Directors of Adelaide
		the Corporation sets the consideration for the	Square Developments Inc.
		allotment and issue of 11 Class 'A' Common	
		Shares pursuant to subscription received and	
		accepted from Furtado Holdings Inc.	
5	April 15 th 2019	Attached is a copy of the Share Certificate, dated	See the attached Share
		April 15th 2019, certifying Furtado Holdings Inc. is	Certificate
		the registered holder of 11 Class 'A' Common	
		Shares of Adelaide Share Developments Inc.	

6 April 15 th 2019	Furtado Holdings Inc. signed a "Shareholders Agreement" on April 15 th 2019 with all the shareholders of the Capital Stock of Adelaide Square Developments Inc. a) On Page '2', control is defined as holding securities of more than 50% of the capital stock. Furtado Holdings Inc. only holds 11% of the capital stock. b) Section 3.1 and 3.2 list Angelo Pucci as the Sole Director and Officer of Adelaide Square Developments Inc. c) Section 3.8 states that all decisions of the board of directors and of the shareholders of the corporation shall be decided by not less than 66% of votes cast. d) Section 4.1 specifies the share ownership. Furtado Holdings Inc. holds 11% of the common stock.	See the attached for Shareholders Agreement
-------------------------------	--	---

4. All correspondence and documents, including but not limited to emails, text messages, letters, meeting notes, and documents evidencing payments, relating to any dividend or other return received in relation to the shares noted in point 3;

All communications were carried out by in-person meetings and any meeting notes that might have existed were not retained. Attached is a copy of the documentation for two dividends received from Adelaide Square Developments Inc. in relation to the shares issued by Adelaide Square Developments Inc. noted in point #3 (above).

Chronology of Key Documents re: Question #4

# Date		Action	Back-Up/Documents See the attached redirection of Funds for \$388,087.33	
1	April 15 th 2019 On April 15 th 2019, Angelo Pucci, as president of Adelaide Square Developments Inc, executed a re-direction of funds to Furtado Holdings Inc. for \$388,087.33			
2	April 16 th 2019	Proof of cheque to Furtado Holdings (the \$388,087.33 that was deposited into Furtado Holdings Inc. RBC account on April 16, 2019). The OSC has a copy of the cheque. The cheque incorrectly makes reference to 46 Charlotte — it relates to the 355 Adelaide street transaction	See the attached bank statement and cheque.	
3	Sept 30 th 2019	On September 30 th , 2019, Angelo Pucci signed a redirection of funds to Furtado Holdings Inc. for \$6 million. Funds were received by Furtado Holdings Inc. on October 1 st 2019.	See the attached redirection of Funds for \$6 million	
4	Oct 1st 2019	Attached is the wire confirmation and bank statement with respect to the transfer received by Furtado Holdings Inc. on October 1 st 2019.	See the attached wire confirmation and bank statement	
5	Dec 31 st 2019	Attached is the 2019 T5 for Furtado Holdings Inc. for the 2019 calendar year, representing the total of the two dividend payments, \$388,087.33 that was received on April 16 th 2019 and \$6,000,000 that was received on Oct 1 st 2019.	See the attached T5	

5. Contact information for Angelo Pucci who is or was affiliated with Adelaide Square; and

The only contact information for Angelo Pucci (set out below) is that which is in the transactional/corporate documentation, as all communications took place through his counsel and representative:

21 Tynevale Drive Toronto, ON M9R 2B3 6. All correspondence and documents, including but not limited to emails, text messages, letters, meeting notes, and documents evidencing payments, relating to a non-refundable deposit paid by Furtado Holdings Inc. ("Furtado Holdings") in respect of the purchase and sale of the buildings at 46 Charlotte Street, Toronto and 355 Adelaide Street West, Toronto, and the return received on that deposit.

All communications were carried out by in-person meetings and any meeting notes that might have existed were not retained. Any meeting notes were discarded once legal documents were prepared that outlined the terms. The following are the key documents relating to the non-refundable deposit paid to Furtado Holdings Inc. in respect of the purchase and sale of 355 Adelaide Street West and the return received on that deposit:

Chronology of Key Documents re: Question #6

#	Date	Action	Back-Up/Document
1	March 26 th 2019	Agreement between Oscar Furtado, Furtado Holdings Inc., & Go-To Spadina Adelaide Square LP, whereby Furtado Holdings Inc. is paid any agreed upon return regarding the \$800K non-refundable deposit for assuming the risk as previously communicated to the OSC on November 5th 2020.	See the attached Memorandum of Agreement re: \$800K non-refundable Deposit
2	March 26 th 2019	Agreement between Oscar Furtado, Adelaide Square Developments Inc., & Go-To Spadina Adelaide Square LP, whereby the return of \$400,000, less legal expenses, is paid to Furtado Holdings Inc. upon a successful closing of the Purchase and Sale transaction.	See the attached Memorandum of Agreement re: \$400K payment upon successful closing of sale.
3	March 26 th 2019	Without waiving any privilege, attached is an email from Tokin Manes LLP, Go-To Spadina Adelaide Square LP's solicitor, sent to the lender's solicitor advising of the \$800K non-refundable deposit. The lender was Scarecrow Capital, the party that was not ready to fund the closing of the transaction on March 26 th 2019.	See attached email
4	March 26 th 2019	Confirmation of wire transfer of \$800K to the owners of 355 Adelaide Street.	See the attached confirmation of the \$800,000 wire transfer to the owners of 355 Adelaide Street.
5	March 26 th 2019	The Purchase and Sale agreement shows that the purchase price for 355 Adelaide Street was changed from \$36 million to \$36.8 million on March 26 th 2019.	See the attached 355 Adelaide Street West Purchase and Sale agreement documents referred to above and attached

6	April 4 th 2019	Question 6(a)(i) or 355 Adelaide or for what was		
		(i) Extract from 'Statement of Adjustments		
		Particular	Amount	
			355 Adelaide	
		Purchase price	36,800,000	
		Less: Initial deposits see Q.6(i)	(1,000,000)	
		Less: Additional deposit paid for the extension of sale and purchase agreement see Extract (ii)	(800,000)	
		Add: Payment to discharge a charge on property	-	
		Add: Realty taxes	14,274	
		Less: Tenant's rent and deposits	(266,635)	
		Balance due on closing	34,747,639	
		Add: Land transfer tax	1,464,950	
		Funds required to complete the transaction	36,212,589	
		Grand total		

This is Exhibit "77" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

MEMORANDUM OF AGREEMENT

BETWEEN:

OSCAR FURTADO (the "Oscar")

- and -

ADELAIDE SQUARE DEVELOPMENTS INC. (the "Square")

- and -

GO-TO SPADINA ADELAIDE SQUARE LP (the "LP")

WHEREAS Adelaide Square Developments Inc. requires an extension of the closing date from March 26th, 2019 to April 4th, 2019 for the purchase of the property municipally known as 355 Adelaide St. W., Toronto, Ontario from 1708305 Ontario Inc.;

AND WHEREAS Adelaide Square Developments Inc. was to offer 1708305 Ontario Inc. \$800,000.00 for an extension to April 4^{th} , 2019;

AND WHEREAS Adelaide Square Developments Inc. requires funding of the \$800,000.00 in order to satisfy the extension;

NOW THEREFORE the parties agree as follows:

THAT Oscar Furtado, as signing officer for Go-To Spadina Adelaide Inc. as general partner on behalf of the LP, shall wire transfer the amount of \$800,000.00 as a non-refundable payment to obtain an extension of Square's transaction with 1708305 Ontario Inc.

AND THAT as consideration for doing so, the Square shall, upon successful completion of the sale of the assembly of 355 Adelaide St. W., Toronto, Ontario and 46 Charlotte St., Toronto, Ontario to the LP, pay a fee of fifty (50%) percent of \$800,000.00 being \$400,000.00 less legal expenses to Furtado Holdings Inc., a company owned by Oscar Furtado.

DATED at Toronto, this 26th day of March 2019

Oscar Furtado

ADELAIDE/SQUARE DEVELOPMENTS INC.

Per

Name: Angelo Pucci Title: President

I/We have authority to bind the corporation.

GO-TO SPADINA ADELAIDE SQUARE INC. as general partner on behalf of GO-TO SPADINA ADELAIDE SQUARE LP

Per:

Name: Oscar Furtado

Title: President

I/We have authority to bind the corporation.

This is Exhibit "78" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

MEMORANDUM OF AGREEMENT

BETWEEN:

OSCAR FURTADO (the "Oscar")

- and -

FURTADO HOLDINGS INC. (the "Holdings")

- and -

GO-TO SPADINA ADELAIDE SQUARE LP (the "LP")

WHEREAS Oscar Furtado, as signing officer for Go-To Spadina Adelaide Square Inc. being the general partner on behalf of the LP, shall release a non-refundable deposit in the amount of \$800,000.00 on March 26th, 2019 in order to obtain an extension of Adelaide Square Developments Inc.'s transaction with 1708305 Ontario Inc. from March 26th, 2019 to April 4th, 2019;

AND WHEREAS Furtado Holdings Inc. agrees to assume all the risk of the non-refundable deposit if the final transaction does not close on April 4th, 2019;

AND WHEREAS Furtado Holdings Inc. shall incur the expense of any loss of the non-refundable deposit if the transaction does not close;

NOW THEREFORE the parties agree as follows:

THAT upon a successful completion of the LP's purchase of 355 Adelaide St. W., Toronto, Ontario and 46 Charlotte St., Toronto, Ontario any agreed upon returns shall be paid to Furtado Holdings Inc.

DATED at Toronto, this 26th day of March 2019

Oscar Furtado

FURTADO HOLDINGS INC.

Per:

Name: Oscar Furtado Title: President

I/We have authority to bind the corporation.

GO-TO SPADINA ADELAIDE SQUARE INC. as general partner on behalf of GO-TO SPADINA ADELAIDE SQUARE LP

Per:

Name: Oscar Furtado

Title: President

I/We have authority to bind the corporation.

This is Exhibit "79" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Mucal

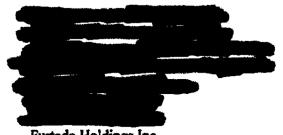
Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

RE-DIRECTION

TO: CONCORDE LAW PROFESSIONAL CORPORATION

RE: Adelaide Square Developments Inc. (the "Assignor") assignment of Agreement of Purchase and Sale dated March 28, 2019, as amended time to time (the "APS") between Quantum Capital Developments Inc., in trust for the Assignor (the "Purchaser") and Fortress Charlotte 2014 Inc. (the "Vendor") for the property municipally known as 46 Charlotte Street, Toronto, Ontario (the "Property") and assigned to the Assignee by Assignment Fee Agreement dated March 29th, 2019 for the assignment purchase price of \$20,950,000.00 (the "Assignment Agreement")

This is to further direct you and shall constitute your good and sufficient and irrevocable authority to make the Assignment Purchase Price in the above transaction payable as follows:



Furtado Holdings Inc.

TOTAL:



\$20,950,000.00

DATED at Vaughan, this 15 day of April, 2019.

ADELAIDE SQUARE DEVELOPMENTS INC.

Name: Angelo Pucci Title: President

I have authority to bind the Corporation

SHAREHOLDERS AGREEMENT

THIS AGREEMENT made effective as of the 15 day of April 2019

AMONG:

Adelaide Square Developments Inc. (hereinafter called the "Corporation")

OF THE FIRST PART

- and -

Furtado Holdings Inc. (hereinafter called "Furtado")

OF THE SECOND PART

- and -

(hereinafter called)

OF THE THIRD PART

(hereinafter called

OF THE FOURTH PART

- and -

- and -

Angelo Pucci (hereinafter called "Pucci")

OF THE FIFTH PART

WHEREAS the Parties hereto have agreed to enter into this Agreement for the purposes of clarifying their respective interests in the Corporation and have agreed to be bound by the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

ARTICLE 1- DEFINITIONS

1.1 In this Agreement and in all amendments hereto the following words shall have the following meanings:

"Accountants" means such firm of accountants as the shareholders of the Corporation may appoint from time to time;

- "Act" means the Business Corporations Act (Ontario), as may be amended and in force from time to time and any successor statute;
- "Agreement" means this shareholders agreement, as same may be amended from time to time together with all schedules attached hereto;
- "Articles" means the Articles of Incorporation of the Corporation dated July 30th, 2018 and the Articles of Amendment dated April 12th, 2019, as such Articles may be further amended or restated from time to time;
- "Business" means the acquisition, management and sale of the Lands as described in Section 2.11 together with any other lawful activities which are necessary, advisable, convenient or incidental to the foregoing:
- "Business Day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario;
- "Class A Common shares" means the Class A Common shares in the capital of the Corporation;
- "Class B Common shares" means the Class B Common shares in the capital of the Corporation;
- "Class C Common shares" means the Class C Common shares in the capital of the Corporation;
- "Class D Common shares" means the Class D Common shares in the capital of the Corporation;
- "Control" means (a) in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of such Person and which are sufficient, if exercised, to elect a majority of its board of directors; and (b) in relation to a Person that is a partnership, limited partnership, business trust or other similar entity, the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of the Person or the ownership of other interests entitling the holder to exercise control and direction over the activities of such Person;

"Debt" means in relation to any Person:

- (a) all indebtedness of such Person for borrowed money;
- (b) all indebtedness of such Person for the deferred purchase price of property or services represented by a note or other evidence of indebtedness;
- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person;
- (d) all obligations under lease which shall have been or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable as lessee:
- (e) all reimbursement obligations, contingent or otherwise, in respect of letters of credit issued at the request of such Person; and
 - (f) all Debt Guaranteed by such Person;

"Debt Guaranteed" by any Person means all Debt of the kinds referred to in (a) through (e) of the definition of Debt which is directly or indirectly guaranteed by such Person, or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person has otherwise assured or agreed to indemnify a creditor against loss;

"Fiscal Year" means the twelve calendar month fiscal period of the Corporation as determined, from time to time, by the board of directors;

"Immediate Family" means, with respect to a natural Person, the spouse, parents, children, grandchildren and siblings of such Person;

"Parties" means collectively the Persons that are parties to this Agreement, and "Party" means such Persons individually;

"Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture, governmental entity or other entity;

"Prime Rate" means the annual rate of interest established and quoted by the principal banker of the Corporation from time to time at its head office in Toronto, Ontario, as its prime rate for purposes of calculating interest on commercial loans in Canadian dollars;

"Project" means completion of the sale of the Lands;

"Shareholder" means any one of Furtado, or Pucci and "Shareholders" means all of them;

"Shareholders Loans" means the monies advanced as a loan to the Corporation by any of the Shareholders;

"Shares" means collectively the Class A Common Shares, the Class B Common Shares, the Class C Common Shares and the Class D Common Shares in the capital of the Corporation;

"Third Party" means a Person with whom the Shareholders are reasonably considered to be acting at arm's length (as that term is construed for the purposes of the *Income Tax Act* (Canada)) and which Person is demonstrably capable of completing the purchase of the Shares contemplated by this Agreement;

"Total Net Profit" means the total of all revenues received from the Business less any and all costs and expenditures of any nature whatsoever and less any income taxes, sales taxes, real property taxes and any other taxes of any nature whatsoever paid or payable until the proposed Business and the Project of the Corporation are completed as described in Section 2.11(a) hereafter;

- 1.2 All payments contemplated herein shall be paid in Canadian funds, in cash, bank draft, certified cheque or wire transfer.
- 1.3 The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement or any part thereof. Any reference herein to "this Agreement" shall mean this Shareholders Agreement and any amendments, modifications, deletions or alterations which may be made thereto in accordance with the provisions hereof and includes any schedule hereto and any supplementary or confirming agreement or agreements hereafter executed.

- 1.4 All words and personal pronouns shall be read and construed as the number and gender of the Party or Parties referred to in each case requires and the verb shall be construed as agreeing with the required word and pronoun.
- 1.5 Any references herein to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or reenacted from time to time or as a reference to any successor thereto.

ARTICLE 2 PURPOSE AND SCOPE

2.1 Compliance with Agreement

The Shareholders shall vote or cause to be voted their respective Shares to accomplish and give effect to the terms and conditions of this Agreement. The Corporation confirms its knowledge of this Agreement and agrees it will carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

2.2 Application of this Agreement

The terms of this Agreement shall apply to the Shares currently owned by the Shareholders and to any other shares in the capital of the Corporation that they may acquire by any means whatsoever, including by way of a merger, amalgamation, arrangement or other reorganization of or including the Corporation, and prior to any such action being taken, the parties shall give due consideration to any changes which may be required to this Agreement in order to give effect to the intent of this Section.

2.3 Constating Documents

Unless otherwise provided in this Agreement the conduct of the business of the Corporation shall be governed in accordance with its constating documents. In the event of any conflict between this Agreement and the Articles, the constating documents shall govern and, if necessary, the Shareholders will amend this Agreement in order that there is no conflict.

ARTICLE 3 - MANAGEMENT

- 3.1 Except as otherwise provided herein, the affairs of the Corporation shall be managed by one director. Angelo Pucci shall be the sole director of the board of directors as of the date of this Agreement. The board of directors shall at all times have at least one resident Canadian. Angelo Pucci is a resident Canadian and satisfies the qualifications of being a director under the Act.
- 3.2 The current officers of the Corporation are:

President: Angelo Pucci Secretary: Angelo Pucci

and such additional officers as the board of directors may appoint from time to time. Notwithstanding the foregoing, if an above-named officer resigns his or her office or is terminated, then the board of directors shall be entitled to appoint a replacement.

- 3.3 A quorum for a meeting of the board of directors shall be one director unless otherwise expressly provided for herein or pursuant to applicable law.
- 3.4 A quorum for a meeting of the Shareholders of the Corporation shall be those Shareholders present, in person or represented by proxy, holding Shares which entitle the holders thereof to exercise not less than 66% of the votes attaching to the Shares.
- 3.5 The Chairman at any meeting of the board of directors or at any meeting of the Shareholders of the Corporation shall be entitled to a second, extra or casting vote in the case of a vote at any such meeting. The Chairman shall be the President of the Corporation.
- 3.6 Upon any Shareholder ceasing to be a shareholder of the Corporation, then any director who was a nominee to the board of directors of such Shareholder shall cease to be a director and shall tender their resignation forthwith.
- 3.7 The Shareholders shall vote and act in all respects to ensure that the nominees of the Parties provided for in this Article are elected and appointed and maintained in office from time to time as members of the board of directors of the Corporation as herein contemplated.

3.8 Business Management and Corporate Action

- (a) Subject to Section 2.9(b), the board of directors shall manage the business and affairs of the Corporation in accordance with the Act. Unless otherwise expressly provided in this Agreement, all decisions of the board of directors and of the Shareholders of the Corporation shall be decided by not less than 66% of votes cast at such a meeting or by such greater percentage of votes as may be required by the Act.
- (b) Except as otherwise provided herein, the Corporation shall not undertake to, perform or do any of the matters set out in Section 2.9(b) without the prior approval of all Shareholders:

Corporate Changes

- (i) the amendment of the Articles, except for a change of name or change of the registered office of the Corporation;
- (ii) the amendment or revocation of the by-laws in whole or in part or enactment of any additional by-law of the Corporation;

Share Capital

- (iii) the allotment, reservation, setting aside, reclassification or issuance of any Shares or other securities of the Corporation, or the granting of any rights, warrants or options to purchase, acquire or otherwise obtain any unissued shares or other securities of the Corporation other than in accordance with the provisions of this Agreement;
- (iv) the declaration or payment of any dividend or other distribution on or in respect of any Shares or other securities of the Corporation other than in accordance with the provisions of this Agreement;

(v) the purchase, redemption or acquisition by the Corporation of any Shares or other securities of the Corporation other than the purchase for cancellation of Shares from a Shareholder in accordance with the provisions of this Agreement;

Debt Financing

- (vi) the incurring of any Debt by the Corporation in excess of the amount as set out in the Annual Business Plan; or
- (vii) the repayment of any Debt owing by the Corporation to any Shareholder or any non-arm's length Person other than as permitted by this Agreement;

Financial Matters

- (viii) the approval of:
 - (A) the Annual Business Plan or any modification thereto; and
 - (B) the manner of obtaining any additional funds required for any purpose specified in an Annual Business Plan;
- (ix) the conduct by the Corporation of any business activity or operations other than:
 - (A) the Business or any other business contemplated under an Annual Business Plan; and
 - (B) any activity which is reasonably ancillary to or complementary with the foregoing;
- (x) the:
 - (A) sale, lease or exchange of any assets by the Corporation out of the ordinary course of business;
 - (B) making of any investment, loan, or advance by the Corporation out of the ordinary course of business; or
 - (C) purchase of shares of any company or any interest in any partnership, joint venture or similar entity by the Corporation.

Fundamental Changes

(xi) the acknowledging of the insolvency of the Corporation, the making of a voluntary assignment under the Bankruptcy and Insolvency Act (Canada), or the consenting to the appointment of a receiver, receiver-manager, monitor or other Person acting in a similar capacity by any secured creditor of the Corporation.

3.9 Annual Business Plan

- (a) The President and Secretary of the Corporation shall prepare a draft annual business plan for each Fiscal Year no less than 45 days prior to the end of the previous Fiscal Year for consideration by the Shareholders as contemplated by Section 2.9(b)(ix) no later than 30 days prior to the beginning of such Fiscal Year. Such draft annual business plan shall consist of a pro forma balance sheet, income statement and cash flow statement for such Fiscal Year, shall be accompanied by a statement of all capital expenditures to be incurred during such Fiscal Year, and shall be supported by the explanations, notes and information upon which the projections underlying such annual business plan have been based.
- (b) The draft annual business plan, as reviewed and approved as contemplated by Section 2.9(b)(viii), with such amendments and modifications as are determined in accordance with Section 2.9(b)(ix), shall become the "Annual Business Plan" for such Fiscal Year. In the event that the Annual Business Plan is not settled and approved as contemplated by Section 2.9(b)(viii), in whole or in part, prior to the commencement of a Fiscal Year, the expenditure programme contained in the Annual Business Plan for the prior Fiscal Year shall continue to apply with respect to any expenditures that have not yet been made to the extent of such disagreement until a complete Annual Business Plan is approved as contemplated by Section 2.9(b)(viii).

3.10 Business of the Corporation

The Parties hereto acknowledge and agree that the Corporation has been incorporated for the purposes of purchasing the lands described on Schedule "A" hereto (the "Lands") to allow for either the sale of the Lands or the development and construction thereon of the Lands (the "Development")...

ARTICLE 4- SHARE OWNERSHIP

4.1 Share Ownership

The parties confirm that as of the date hereof they are the owners of the number of Shares as set out below opposite their respective names:

Furtado	11			
		11		
			11	
Pucci				67
Total	1	11	11	67

4.2 General Prohibition

- (a) Save and except as hereinafter provided, the Shareholders agree that no Shareholder shall, without the prior consent of the other Shareholders, directly or indirectly sell, transfer, mortgage, charge, pledge or otherwise alienate or dispose of or in any way encumber or create a security interest in or grant any option on any Shares owned or hereafter acquired by such Shareholder. Any attempt to accomplish or effect any or all of the acts prohibited hereby shall be null and void.
- (b) Subject to the provisions of this Section 3.2(b), a Shareholder shall be entitled, upon prior written notice to the Corporation and the other Shareholders, to transfer all of its Shares to a Permitted Transferee. No such transfer shall be or become effective until such Permitted Transferee executes and delivers to the Corporation a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the other Parties agreeing to be bound by the terms and conditions hereof formerly applicable to the Shareholder. No such transfer shall release or discharge such Shareholder from any of his or her liabilities or obligations under this Agreement until it becomes effective and, then, only to the extent provided herein.
- (c) No transfer of any Shares owned by any Shareholder may be made indirectly, including the transfer of Shares of any Shareholder that would result in any change in Control of said Shareholder. No transfer of any Shares owned by the any Shareholder may be made pursuant to an order under the Family Law Act or similar legislation with respect to a legal separation or separation agreement between any Shareholder and their respective spouses.

ARTICLE 5 - GENERAL SALE PROVISIONS - NOT APPLICABLE

ARTICLE 6 - FINANCIAL MATTERS

6.1 Initial Capitalization

It is expected that the Corporation shall be initially capitalized in an aggregate amount of \$100.00 (the "Initial Capitalization"). The Shareholders acknowledge and agree that each Shareholder has or shall be responsible and personally liable for the Initial Capitalization pro rata on a proportionate basis in the ratio of their ownership of the Shares. As of the date of this agreement, the Corporation acknowledges that the Shareholders shall make their Initial Capitalization contributions on the following terms and conditions:

- (a) the Corporation shall issue 11 Class A Common shares in consideration for the \$11.00 advanced by Furtado. The said shares shall be issued at a price of \$1.00 per Class A Common Share;
- (b) the Corporation shall issue 11 Class B Common shares in consideration for the \$11.00 advanced by The said Shares shall be issued at a price of \$1.00 per Class B Common Share;
- (c)the Corporation shall issue 11 Class C Common shares in consideration for the \$11.00 advanced by The said Shares shall be issued at a price \$1.00 per Class C Common Share;
- (d) the Corporation shall issue 67 Class D Common shares in consideration for the \$67.00 advanced by Pucci. The said Shares shall be issued at a price \$1.00 per Class D Common Share.

6.2 Funding of Costs

The Corporation shall fund all of its costs and liabilities from its own cash on hand and other assets. If the Corporation requires additional funds for any purpose specified in an Annual Business Plan, as hereinafter defined, the Corporation shall obtain such funds by borrowing from the Shareholders and recording a debt owed to the respective shareholder ("Shareholder Loan") and/or issuing additional securities to each Shareholder pro rata based on their respective shareholdings and pursuant to Section 5.5 of this Agreement or by borrowing from a Canadian chartered bank or other senior lender.

6.3 Bank Financing

If the incurring of Debt to a Canadian chartered bank or other senior lender has been approved by the board of directors, the board of directors shall decide from whom such Debt will be borrowed and the terms and conditions of such borrowing.

6.4 Guarantees

No Shareholder shall be required to guarantee any of the debts or obligations of the Corporation. If a Shareholder is required to guarantee any of the debts or obligations of the Corporation a fee may apply.

6.5 Corporate Distributions

- (a) Subject to the provisions of this Agreement, following the completion of the then current fiscal year end financial statements, any funds which are determined by the board of directors to be available for a corporate distribution from the after-tax Total Net Profit of the Corporation shall be distributed by the Corporation in the following order of priorities:
 - (i) to repay any Shareholder Loan;
 - (ii) any remaining amount shall be distributed by way of dividends amongst the holders of the Shares in accordance with the Articles and constating documents.

6.6 Banking

- (a) The Corporation shall maintain a bank account or accounts at such bank as may be determined by the board of directors.
- (b) Any cheques, promissory notes, drafts, acceptances or bills of exchange may be signed by either the President or the Secretary, or as determined from time to time by resolution of the board of directors.
- (c) All bank accounts relating to the business of the Corporation shall be opened and maintained in the name of the Corporation or in such other name as the Board may from time to time approve. The signing authorities for such bank accounts shall be the President and the Secretary or such Persons as determined by resolution of the board of directors.
- (d) Unless otherwise provided herein, all monies received from time to time for the Corporation shall be deposited immediately into its bank to the credit of the Corporation's account in the

same drafts, cheques, bills, cash or other form in which it is received and all disbursements on account of the Corporation shall only be made by cheque drawn on such bank.

(e) The Corporation shall maintain insurance in such amounts, in respect of such risks and with insurers as shall be acceptable to the unanimous decision of the board including, without limitation, and at the option of the board, appropriate bonding in respect of its officers.

6.7 Accountants

The Accountants of the Corporation shall be a firm of accountants as the Shareholders of the Corporation shall from time to time appoint in accordance with the terms hereof.

6.8 Termination of Agreement

- (a) In addition to the further provisions as set out in this Agreement, this Agreement shall be terminated upon:
 - (i) the written agreement of all the Parties hereto;
 - (ii) one of the Shareholders becoming the owner of all of the issued Shares of the Corporation and having fulfilled all obligations to the former Shareholders required by this Agreement; or
 - (iii) upon the time that the Corporation is wound-up or dissolved.
- (b) Termination of this Agreement shall not affect or prejudice any rights or responsibilities that may have arisen pursuant to this Agreement prior to the termination of this Agreement and those rights and obligations that shall survive the termination of this Agreement.

6.9 Arbitration

All matters in dispute which relate in any way to this Agreement, but excluding any dispute as to how the Business of the Corporation should be carried on, shall be submitted to arbitration. Such arbitration shall be conducted by a single arbitrator chosen by the Parties to the dispute or appointed by a judge.

Arbitration will take place in the municipality where the primary business premises of the Corporation are located. The laws of the Province of Ontario, especially the Arbitration Act, 1991 (Ontario), shall govern any arbitration.

There shall be no appeal from arbitration under this Section. The costs of arbitration shall be awarded by the arbitrator based on the success of each Party to the arbitration.

ARTICLE 7- RESTRICTIVE COVENANTS

7.1 Confidential Information

The Shareholders agree with and for the benefit of the Corporation to hold in strict confidence, and not to use, except for the benefit of the Corporation, or to disclose to any Person, firm or corporation without written authorization of the board of directors, any Confidential Information (as such term is defined

herein), and such agreement with respect to Confidential Information shall remain in effect at all times from the date hereof and at any time thereafter.

For the purposes of this Section "Confidential Information" means any and all information and knowledge regarding the Business of the Corporation to which the Shareholder has access including, but not limited to, information about the Corporation's proprietary methods, methodologies and disciplines, technical data, trade secrets, know-how, copyrights, patents, research and development information, product plans, products, services, clients and prospective clients as identified from time to time in the records of the Corporation, customer information, employees, books and records of the Corporation, corporate relationships, suppliers, markets, computer software development, inventions, processes, formulas, technology, designs, business plans, and matters of a business nature such as information regarding marketing, recruiting, costs, pricing, finances, financial models and projections or other similar business information.

The Shareholders further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no act of the Shareholder, or any information which a Shareholder or Principal is required to disclose by order of any court or tribunal of competent jurisdiction or to comply with any law, rule or regulation. The Shareholders agree that if they become legally compelled to disclose any of the Confidential Information, they shall provide the Corporation with prompt written notice thereof, unless it is legally prohibited to do so, so that the Corporation may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Shareholders covenant and agree that they will only furnish such information relating to the Confidential Information that is legally required and will exercise reasonable efforts so that confidential treatment will be accorded to the information disclosed.

The Shareholders further agree and acknowledge that all Confidential Information shall at all times remain the property of the Corporation.

7.2 Non-Competition

- (a) During the Restricted Period (as such term is defined herein), the Shareholders shall not, on their own behalf or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, cooperative, partnership, trust, entity with juridical personality, unincorporated association or otherwise carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business which is in competition with the Business of the Corporation, within a radius of five (5) miles of the Lands.
- (b) During the Restricted Period, the Shareholders shall not directly or indirectly, without the prior written consent of the Corporation, provide services to, accept employment with or seek remuneration from any of the clients or customers of the Corporation or any entity controlled by, controlling or under common control with, any client or customer of the Corporation.
- (c) For the purposes of this Section, the "Restricted Period" shall commence on the date hereof and shall continue for a period ending on the second anniversary of the date that a Shareholder ceases to be a Shareholder of the Corporation.

7.3 Non-Solicitation

The Shareholders agree with and for the benefit of the Corporation that during the Restricted Period (the "Non-Solicitation Period"), such Shareholder shall not on his or her own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, co-operative, partnership, trust, entity with juridical personality, unincorporated association or otherwise solicit, induce, procure, entice away or hire any person who was an employee or consultant of the Corporation during the Non-Solicitation Period, to work or perform services for any other person or to discontinue working or performing services for the Corporation.

7.4 Non-Interference

The Shareholders agree with and for the benefit of the Corporation that during the Restricted Period (the "Non-Interference Period"), such Shareholder shall not on his or her own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including, without limitation, as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier, trustee, or by and through any corporation, company, co-operative, partnership, trust, entity with juridical personality, unincorporated association or otherwise interfere or attempt to interfere with the Business of the Corporation or persuade or attempt to persuade any customer, employee or supplier of the Corporation to discontinue or alter such Person's relationship with the Corporation.

ARTICLE 8- GENERAL CONTRACT PROVISIONS

- 8.1 Time shall be of the essence of this Agreement and of every part hereof.
- 8.2 All Share certificates of the Corporation shall have the following memorandum endorsed thereon forthwith after the execution of this Agreement:

"The Shares represented by this certificate are subject to an Agreement made between all the Shareholders of the Corporation and are not transferable or chargeable, except in compliance with the terms and conditions of the said Agreement."

- 8.3 This Agreement shall not constitute a unanimous shareholders agreement within the meaning of the Act. Each Shareholder and each person who intends to become a Shareholder through a transfer of additional securities in accordance with this Agreement shall have executed and delivered to the Corporation before becoming a Shareholder, a counterpart copy of this Agreement or a written agreement in form and substance satisfactory to the Parties under which it agrees to be bound by the terms and conditions hereof.
- 8.4 The Shareholders shall at all times vote the Shares now or hereafter during the term of this Agreement owned by them respectively and otherwise exercise their respective rights as shareholders to cause such meetings to be held, resolutions to be passed, by-laws to be enacted, documents to be executed and, to cause the respective nominees to the board to act so that at all times the conditions, restrictions and prohibitions as herein set out relating to their respective shareholdings in the Corporation and relating to the business and corporate affairs of the Corporation shall fully apply.

- 8.5 In the event of conflict between the provisions of this Agreement and any of the articles of the Corporation, by-laws or resolutions of the board or of the Shareholders of the Corporation, the Shareholders shall cause such meetings to be held and shall each vote so as to cause this Agreement, the articles, by-laws or resolutions, as the case may be, to be amended or repealed to the extent necessary to resolve any conflict in favour of the constating documents so that those documents shall at all times prevail.
- 8.6 (a) All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one Party hereto to the other shall be given in writing and shall be given by personal service, telex, telegram, telecopier, facsimile or other similar electronic transmission or by registered mail, postage prepaid, addressed to the other Party, or delivered to such other Party at his or her address on the first page hereof or at such other addresses as may be given by any of them to the other in writing from time to time and in accordance with the provisions hereof.
- (b) Any notice, request, demand or other communication delivered or transmitted by telex, telegram, telecopier, facsimile or similar form of electronic transmission shall be deemed to have been received by and given to the addressee on the day of delivery or transmission and if mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third Business Day following the date of mailing, provided that for such purpose no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a Business Day. In the event normal mail service is so interrupted then, until normal postal services resume, all notices, requests, demands or other communications required or permitted to be given hereunder shall be required to be given by personal service, telex, telegram, telecopier facsimile or other similar electronic transmission.
- 8.7 The Parties hereto shall sign such further and other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 8.8 The provisions of this Agreement shall apply mutatis mutandis to any Shares into which the Shares of the Corporation may hereafter be converted or changed, or to any Shares resulting from a reclassification, subdivision or consolidation of any Shares of the Corporation, and also to any Shares of the Corporation which are received by the holders of Shares as a stock dividend or to any Shares or other securities of the Corporation or any successor corporation which may be received by the holders of Shares of the Corporation on an amalgamation, reorganization or reconstruction of the Corporation.
- 8.9 This Agreement shall be deemed to be made in and construed in accordance with the laws of the Province of Ontario and the Parties hereto agree to attorn to the courts thereof.
- 8.10 All prior agreements except those specifically provided for herein between some or all of the Parties hereto regarding the organization and affairs of the Corporation and or the sale of any Shareholder's Shares of the Corporation under certain circumstances, whether written or oral, are hereby terminated.
- 8.11 No modification, amendment or variation hereof shall be of effect or binding upon the Parties unless made by an agreement or instrument in writing signed by each of the Shareholders.
- 8.12 The Corporation hereby agrees to be bound by each of the terms and provisions of this Agreement.

- 8.13 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and assigns.
- 8.14 Each of Furtado, and Pucci has been advised to seek independent legal and financial advice prior to their execution of this Agreement. Each of Furtado, and Pucci has reviewed the Articles and this Agreement and has sought and obtained such independent advice, or, after consideration has declined seeking such advice despite having been given the opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

ADELAIDE SQUARE DEVELOPMENTS INC. FURTADO HOLDINGS INC.

ANGELO PUCCI

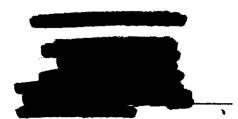
Director

I have authority to bind the corporation

OSCAR FURTADO

President

I have authority to bind the corporation



President

I have authority to bind the corporation



President

I have authority to bind the corporation

Schedule "A"

The Lands

355 Adelaide Street West, Toronto, Ontario and legally described in PIN 21412-0150(LT)

46 Charlotte Street, Toronto, Ontario, and legally described in PIN 21412-0151(LT)

RESOLUTION OF THE BOARD OF DIRECTORS OF ADELAIDE SQUARE DEVELOPLMENTS INC.

(the "Corporation")

BE IT RESOLVED THAT:

I. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "A" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

FURTADO HOLDINGS INC.

2. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "B" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:



3. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Eleven (11) Class "C" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:



4. The sole Director of the Corporation hereby sets the consideration for the allotment and issue of Sixty Seven (67) Class "D" Common Shares (the "shares") at One (\$1.00) Dollar per share, pursuant to subscription received, which subscription be and the same is hereby accepted, from:

ANGELO PUCCI

5. The Corporation having received payment of the subscription price for the shares, which said shares be allotted and issued as fully paid and non-assessable and certificates issued evidencing ownership by the above-named subscriber, as follows,



ELEVEN CLASS "A" COMMON SHARES ELEVEN CLASS "B" COMMON SHARES ELEVEN CLASS "C" COMMON SHARES SIXTY SEVEN CLASS " D" COMMON SHARES THE FOREGOING RESOLUTIONS are hereby passed by the sole Director of the Corporation pursuant to the Business Corporations Act, as evidenced by his signature hereto.

DATED April 15 2019.

Angelo Pucci

SPECIAL RESOLUTION OF THE SHAREHOLDERS OF ADELAIDE SQUARE DEVELOPMENTS INC. (the "Corporation")

WHEREAS the Corporation was incorporated by Certificate of Incorporation dated the 30th day of July, 2018 as Number 2648113 in the name of Adelaide Square Developments Inc.;

AND WHEREAS the Corporation is now desirous of amending its articles to reorganize the capital stock of the Corporation;

AND WHEREAS it is in the best interest of the Corporation to amend its articles;

NOW THEREFORE BE IT RESOLVED THAT:

To reorganize the capital stock of the Corporation:

FIRSTLY:

- To delete the authorized but unissued Class "A" Preference Shares referred to in Section 6;
- 2. To delete the authorized but unissued Common Shares referred to in Section 6;
- 3. To create an unlimited number of Class "A" Common Shares;
- 4. To create an unlimited number of Class "B" Common Shares;
- 5. To create an unlimited number of Class "C" Common Shares; and
- 6. To create an unlimited number of Class "D" Common Shares.

SECONDLY:

1. To delete the rights, privileges, restrictions and conditions attached to the unlimited Class "A" Preference Shares and the unlimited Common Shares referred to in Section 7, and to replace with the following:

The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation are as follows:

A. CLASS "A" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "A" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "A" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time

determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "A" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "A" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "A" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

B. CLASS "B" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "B" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Act, the holders of the Class "B" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "B" Common Shares to the exclusion of any other class or or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its

affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "B" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled

to one vote in respect of each Class "B" Common share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

C. CLASS "C" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "C" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "C" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare dividends on the Class "C" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "C" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "C" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

D. CLASS "D" COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Class "D" Common Shares of the Corporation are as follows:

(1) DIVIDENDS

Subject to the Business Corporations Act (Ontario) (the "Act"), the holders of the Class "D" Common Shares shall be entitled to receive non-cumulative dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors may from time to time determine and, subject as aforesaid, the board of directors may in its sole discretion declare

dividends on the Class "D" Common Shares to the exclusion of any other class or classes of shares of the Corporation.

(2) RETURN OF CAPITAL

In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all remaining property and assets of the Corporation available for distribution to the shareholders of the Corporation shall be paid or distributed to the holders of the Class "A" Common Shares, Class "B" Common Shares, Class "C" Common Shares and Class "D" Common Shares on a pro rata basis, without preference or distinction.

(3) VOTING RIGHTS

Each holder of Class "D" Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and at all such meetings shall be entitled to one vote in respect of each Class "D" Common Share held by such holder. The foregoing shall not apply to class meetings of other classes of shareholders.

The Articles of Incorporation of the Corporation are deemed to be amended effective on the date hereof.

Any officer of the Corporation be and is hereby authorized for and on behalf of the Corporation to execute and deliver the said Articles of Amendment and all such other documents and instruments and do such acts and things as may be requisite to give fill effect to the resolution.

[Signature Page Follows]

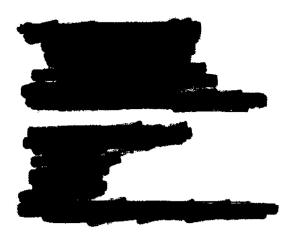
DATED this 15 th day of April, 2019.

Angelo Puctor

FURTADO HOLDINGS INC.

Name: Oscar Furtado

A.S.O.



This is Exhibit "80" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

1	155 Q. For that non-refundable
2	deposit, you advanced the funds for that
3	non-refundable \$800,000 deposit from Go-To Spadina
4	Adelaide LP?
5	A. Correct. Funds were
6	advanced.
7	Q. Okay. But your holding
8	company, Furtado Holdings, entered agreements
9	entitling it to be paid a \$400,000 fee less legal
10	expenses from Adelaide Square Developments for
11	providing the non-refundable deposit?
12	A. There have been two
13	agreements that have been sent to the Securities
14	Commission. The first one was to assume the risk
15	between Furtado Holdings and the LP. In case the
16	800,000 was lost, Furtado Holdings would have to
17	pay the 800,000 back to the LP. To assume that
18	risk, the LP had to enter into an agreement with
19	Adelaide Square that if that deposit was lost
20	sorry, if the deal goes through, the return would
21	be paid to Furtado Holdings for assuming that
22	risk.
23	157 Q. Okay. I would like to
24	take a look at one of those memos that you have
25	mentioned. Mr. Baik, if you could pull up 4918?

1	MR. MANN: Sorry, give me a
2	second. For some reason there we go.
3	Everything went off on my computer. I have it up
4	now. I have the memorandum of agreement amongst
5	Mr. Furtado, Adelaide Square Developments Inc.,
6	and Go-To Spadina Adelaide Square LP.
7	MS. HOULT: Can you just
8	scroll to the bottom of this document, Mr. Baik?
9	This document is dated March 26th, 2019. For the
LO	sake of the record, we will mark it as Exhibit 8.
L1	EXHIBIT NO. 8:
L2	Memorandum of Agreement
L3	dated March 26, 2019.
L 4	MS. HOULT: You can scroll
L5	back up to the top, Mr. Baik.
L 6	BY MS. HOULT:
L7	158 Q. This is one of the
L8	documents that Mr. Davide Di Iulio prepared; is
L 9	that correct, Mr. Furtado?
20	A. Correct.
21	Q. The signatures on this
22	document are and Mr. Baik can scroll down. Did
23	you sign this document in two places?
24	A. I did.
25	Q. Okay. And the third

-			43-1	_1	·1 ·	1 7 1		
1	signature	on	this	document	indicates	that	ıt	lS

- 2 from Angelo Pucci. Do you see that?
- A. Yes, I do.
- 4 161 Q. Were you present when
- 5 Mr. Pucci signed this document?
- A. I wasn't.
- 7 162 Q. Okay. Who did you
- 8 negotiate this agreement with on behalf of
- 9 Adelaide Square Developments?
- 10 A. Alfredo Malanca would
- 11 have been my primary contact.
- 12 163 Q. Okay. And so if you can
- scroll up a little bit, Mr. Baik -- that is fine.
- 14 The final paragraph before the date line refers to
- 15 a fee of 50 percent of 800,000 being \$400,000 less
- 16 legal expenses. Do you see that, Mr. Furtado?
- 17 A. Yes, I do.
- 18 164 Q. So I just want to know,
- to whom were the legal expenses to be paid?
- 20 A. Adelaide Square was going
- 21 to pay it to Furtado Holdings for \$400,000 less
- legal expenses. So they were incurring the legal
- expenses.
- 24 165 Q. So Adelaide Square was
- incurring the legal expenses?

- 1 ASD on April 15, 2019?
- 2 A. Correct.
- 3 185 Q. And I understand you went
- 4 to a meeting with Mr. Pucci that day. Is that
- 5 correct?
- A. At his solicitor's
- 7 office, yes.
- 8 186 Q. Okay. Who was his
- 9 solicitor? What office is that?
- 10 A. I believe it was Concorde
- 11 Law.
- 12 187 Q. Concorde Law. Is there a
- particular counsel there?
- 14 A. I don't recall his name.
- 15 It will come to me. I don't recall. Louis is his
- 16 first name. I know that.
- 17 188 Q. Louis?
- 18 A. I don't recall his last
- 19 name.
- 20 189 Q. Okay. Who was at that
- 21 meeting? Yourself, Louis, Mr. Pucci. Anybody
- 22 else?
- 23 A. Alfredo Malanca was at
- that meeting too.
- 25 190 Q. Okay. So it was just the

1	four	$\circ f$	211017
⊥	rour	O_{T}	y O u :

- 2 A. I believe so, yes.
- 3 191 Q. Was that the only time
- 4 you met Mr. Pucci in person?
- 5 A. I have met him in person
- 6 a few times. Once with -- a handful of times.
- 7 192 Q. Okay. Was that the first
- 8 time you met him in person or had you previously
- 9 met him in person?
- 10 A. I previously met him.
- 11 193 Q. Okay. What context did
- 12 you previously meet him, Mr. Pucci, in person?
- 13 A. It was a general meeting
- 14 with Alfredo Malanca.
- 15 194 Q. With Alfredo Malanca and
- 16 Mr. Pucci?
- 17 A. Yes.
- 18 195 Q. Okay. Approximately when
- 19 was that?
- 20 A. It was prior to the deal.
- I don't recall how many months or days. It was
- just a lunch meeting.
- 23 196 Q. Okay. When you say
- "prior to the deal", what do you mean by "prior to
- 25 the deal"?

il 4th, 2	2019.
	il 4th, 2

- 2 197 Q. Okay. What was discussed
- 3 at the lunch meeting with Mr. Pucci and
- 4 Mr. Malanca?
- 5 A. Just introductions.
- 6 Generally, you go to -- 80 percent of lunch --
- 5 because there's no business talk. There's
- 8 nothing -- it was just a lunch to meet someone.
- 9 198 Q. Okay. So you didn't
- 10 discuss the project or the opportunity?
- 11 A. High level, the future
- 12 potential of the project. Just high level.
- 13 199 Q. Okay.
- 14 A. I don't recall all the
- things discussed at the lunch.
- 16 200 Q. Did the lunch pre-date
- the offer Go-To made in December 2018?
- 18 A. I don't recall if it was
- 19 before or after.
- 20 201 Q. Okay. So you had a lunch
- 21 with Mr. Pucci and Mr. Malanca, and you met
- Mr. Pucci and Mr. Malanca at Louis' office on
- 23 April 15th, 2019. Were there any meetings with
- Mr. Pucci in person between the lunch and the
- 25 meeting of April 15th, 2019?

- 1 A. I don't recall any
- 2 meeting.
- 3 202 Q. Okay. Have you seen
- 4 Mr. Pucci in person since April 15th, 2019?
- 5 A. There was a brief meeting
- in the summer, after the closing of the deal.
- 7 Again, I didn't keep track of the date.
- 8 203 Q. Okay. Who was at that
- 9 summer of, I guess, 2019?
- 10 A. It would have been
- 11 Alfredo Malanca and myself.
- 12 204 Q. And Mr. Pucci?
- 13 A. Yes.
- 14 205 Q. And where did that
- meeting happen?
- 16 A. At one of the restaurants
- in Woodbridge. We go from restaurant to
- 18 restaurant from these three key restaurants they
- 19 like to meet at, Alfredo likes.
- 20 206 Q. Right. And what --
- 21 sorry?
- 22 A. I wouldn't recall which
- 23 restaurant. I know it is in Woodbridge.
- 24 207 Q. That is fine. What was
- discussed at that summer 2019 restaurant meeting

1	with Mr. Pucci and Mr. Malanca?
2	A. There was discussion
3	about and Alfredo had the lead in the
4	discussion, discussion about wanting to the
5	plan was to give me the 6 million out of their
6	profit share from because they did quite well
7	on the deal and they saw the potential of doing
8	future deals with me at the table in the city of
9	Toronto.
10	Q. Okay. So I would like to
11	know everything that you can recall about that
12	discussion. How was it introduced? Who said
13	what?
14	A. Alfredo was the primary
15	guy that did the majority of the talking with
16	he referred to Angelo Pucci as "we". And he did
17	the majority of the talking. They wanted to
18	acknowledge the value that I brought to the
19	project to close the deal. And I was surprised
20	with the amount because I knew I had shares in the
21	company and I was a minority holder of one class
22	of shares. So was just surprised that I was
23	more thankful than anything else. There was
24	nothing more discussed.
25	They did as I recall, there

COMPELLED INTERVIEW OF OSCAR FURTADO

1	was they did bring up the fact that there was
2	another big property in downtown Toronto that they
3	had considered (indiscernible) parking lot with
4	the city of Toronto who was looking to sell.
5	There was potential to do a high-rise development
6	on it and they were looking to get me involved,
7	but nothing I don't believe anything came out
8	of that discussion. I never heard I heard a
9	little bit more about the property. Then I
10	believe the city there was some public
11	announcement and the city changed their strategy
12	on the property and that was it. They were just
13	talking about the huge potential.
14	Q. Okay. So it was in the
15	summer of 2019 that they discussed that they were
16	going to pay you a dividend?
17	A. It was discussed they
18	were going to pay me the 6 million when they had
19	the funds, when they became (inaudible).
20	Q. When they became in
21	funds? Is that what you said?
22	A. When they had the funds
23	to pay.
24	Q. Okay. Why 6 million?

Was there any discussion of that? Where did the

25

COMPELLED INTERVIEW OF OSCAR FURTADO

1	number come from?
2	A. You have to ask them.
3	Q. Was that the last time
4	you saw Mr. Pucci in person, that summer 2019
5	meeting?
6	A. Correct.
7	Q. Okay. So you only recall
8	three times that you met Mr. Pucci in person?
9	That lunch before the deal closed, the meeting at
10	Louis' office in April 2019, and then a summer
11	2019 lunch. Is that correct? Sorry, I didn't
12	hear that.
13	A. Correct.
14	Q. Okay. Sorry. Thank you.
	~ 1 1
15	I would like to pull up a document you have
15 16	
	I would like to pull up a document you have
16	I would like to pull up a document you have provided to us. Paul, 4970.001.
16 17	I would like to pull up a document you have provided to us. Paul, 4970.001. MR. MANN: Sorry, just give me
16 17 18	I would like to pull up a document you have provided to us. Paul, 4970.001. MR. MANN: Sorry, just give me one second. My computer keeps okay.
16 17 18 19	I would like to pull up a document you have provided to us. Paul, 4970.001. MR. MANN: Sorry, just give me one second. My computer keeps okay. MS. HOULT: Are you all right,
16 17 18 19 20	I would like to pull up a document you have provided to us. Paul, 4970.001. MR. MANN: Sorry, just give me one second. My computer keeps okay. MS. HOULT: Are you all right, Mr. Mann?
16 17 18 19 20 21	I would like to pull up a document you have provided to us. Paul, 4970.001. MR. MANN: Sorry, just give me one second. My computer keeps okay. MS. HOULT: Are you all right, Mr. Mann? MR. MANN: Generally or

MR. MANN: I have the

25

This is Exhibit "81" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

1	entity, insofar as a couple of matters are
2	concerned. You're asking why was it that that
3	particular lawyer drafted the documents as opposed
4	to Torkin Manes? I don't see that as being an
5	appropriate question at all. That also, if it
6	doesn't come close to, it certainly engages issues
7	of privilege.
8	BY MS. HOULT:
9	Q. Mr. Furtado, you also
10	mentioned that you entered into a memorandum
11	between the LP and Furtado Holdings whereby
12	Furtado Holdings assumed the risk of the loss of
13	that \$800,000 deposit; is that correct?
14	A. That is correct.
15	Q. By which you meant if the
16	transaction didn't close, then the \$800,000
17	deposit was lost, then Furtado Holdings was to
18	reimburse the LP?
19	A. Right.
20	Q. What assets did Furtado
21	Holdings have when it assumed the risk of that
22	\$800,000 deposit?
23	A. I don't recall offhand.
24	Q. Would you be able to find
25	out?

1	REF MR. MANN: Let me understand.
2	You're asking once we we're going to see the
3	agreement, the MOA. Once we see that MOA, you're
4	asking whether Mr. Furtado, in general terms, can
5	put together a net worth statement as at that
6	particular date insofar as the assets are
7	concerned, assets and liabilities, perhaps?
8	We're not going to do that.
9	We're not going to this isn't a make-work
10	project. So if you want to ask Mr. Furtado other
11	questions, we will certainly consider them. But
12	unless he has a net worth statement that was
13	prepared as at a certain date for the relevant
14	entity, we're not going to go down that path.
15	BY MS. HOULT:
16	Q. Did Furtado Holdings have
17	a net worth statement in and around March of 2019?
18	A. Not that I recall.
19	Q. Pre-dating March of 2019?
20	REF MR. MANN: That wouldn't be
21	relevant, then, anything prior to if you're
22	saying that the operative date of the memorandum
23	of agreement insofar as the risk being assumed is
24	dated March of 2019, I don't think we have pulled
25	up that document. We'll have to assume that is

1	accurate. Any other date is not relevant.
2	MS. HOULT: I don't accept
3	that position, Mr. Mann. We're allowed to inquire
4	into the assets and liabilities of persons under
5	investigation, which includes Furtado Holdings.
6	Mr. Furtado says he cannot
7	tell me what assets Furtado Holdings had in March
8	of 2019. So I would like to know what it would
9	take for you to make that assessment, whether you
10	had existing whether you have existing net
11	worth statements or financial statements for
12	Furtado Holdings and when those types of
13	statements are prepared.
14	MR. MANN: So we're not going
15	to do that, but if I could address your previous
16	statement about what you're entitled to do, you're
17	entitled to ask relevant and proper questions.
18	You asked questions about a
19	net worth statement as of March of 2009. He said
20	none existed. And then you asked, did Furtado
21	Holdings have one prior to that? So if Furtado
22	Holdings had one 30 years prior, that is not
23	relevant or proper. If you wanted to ask, well,
24	did you have one, you know, a month earlier or six
25	weeks earlier, I may entertain that question. But

1	asking it in the way in which you asked it is
2	neither relevant nor proper. I'm not making this
3	personal, Ms. Hoult. I have a different view of
4	it, and we're also not going to undertake to do
5	what you just asked us to do.
6	MS. HOULT: I obviously
7	disagree with the position you've stated,
8	Mr. Mann. We can take this in bite-size pieces.
9	BY MS. HOULT:
10	183 Q. I would like to know if
11	you have any documents, Mr. Furtado, that would
12	have spoken to the assets and liabilities of
13	Furtado Holdings in and around 2019, and if so,
14	what those documents are.
15	MR. MANN: You have my
16	position, Counsel. If I could suggest, Ms. Hoult,
17	why don't you put all your questions in this
18	regard on the record and I will take them all
19	under advisement. That might be the only question
20	you're asking in this regard, but if you want to
21	put all your questions in this respect on the
22	record, then I will take them all under
23	advisement.
24	MS. HOULT: I think the
25	questions have been posed. The question is: What

1	assets and liabilities did Furtado Holdings have
2	when it assumed the risk on the \$800,000 deposit?
3	U/A MR. MANN: And I don't believe
4	that for the reasons I indicated that's relevant,
5	proper. He has already indicated that no net
6	worth statement existed as of that time. If one
7	existed, it might be a relevant document to be
8	provided to staff that existed. As a result, he
9	is not going to answer we will take the
10	question that you just asked under advisement, and
11	if there are any other questions in this regard, I
12	invite you to ask them so that we can deal with
13	them all at once.
14	MS. HOULT: I have your
15	position. My position is the question is a proper
16	one and ought to be answered and we will be moving
17	on.
18	MR. MANN: Okay. Thank you.
19	BY MS. HOULT:
20	184 Q. I would like to talk
21	about Adelaide Square Developments Inc. and the
22	shares you received in that company, just so you
23	can know what we're talking about now.
24	So you, Mr. Furtado, through
25	Furtado Holdings, first became a shareholder in

This is Exhibit "82" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Without Prejudice - Answers to Questions Taken Under Advisement from July 7^{th} 2021 Examination

UNDER ADVISEMENTS

Re: Oscar Furtado Examination held on July 7, 2021

The following answers are provided without acknowledging the accuracy, relevance or propriety of the questions set out below, and with all rights being expressly reserved in this respect:

Reference	Request
Under Advisements	•
Q14, P10-11, L15	To advise whether any Go-To limited partnership raised funds from investors after June 2020.
	On March 29th 2021, ' invested \$400,000 in the Go-To Glendale Avenue LP.
Q19, P12-13, L19	To advise whether Oscar Furtado does not adopt any of the answers provided to Staff by his counsel in writing between December 2020 and June 2021.
	Please forward the answers to which this question refers.
Q31, P18, L4	To advise whether the September 2019 document entitled "Adelaide Square High-Rise Mixed-Use Rental Development in Toronto's Downtown Core" was provided to any investors or potential investors other than Anthony Marek, and, if so, whom.
	The September 2019 document entitled "Adelaide Square High-Rise Mixed-Use Rental Development in Toronto's Downtown Core" that was provided to Anthony Marek was not provided to any other investor or potential investor.
Q183, P90, L10	To advise whether Mr. Furtado has any documents that speak to the assets and liabilities that Furtado Holdings had in and around 2019 and, if so, what those documents are. Subject to any appropriate basis being provided therefor, this is not an appropriate question.
Q183, P90-91, L24	To advise what assets and liabilities Furtado Holdings had when it assumed the risk on the \$800K deposit in March 2019. Subject to any appropriate basis being provided therefor, this is not an appropriate question.
Q265, P115, L22	To advise whether Mr. Furtado/ the limited partnership has the original Demand Loan Agreement dated April 4, 2019 between Go- To Spadina Adelaide Square LP and Adelaide Square DevelopmentsInc.
	This question was previously asked and a copy of the Demand Loan Agreement was provided to the OSC on April 16 th 2021, in response to the summons dated March 31 st 2021, Question #1.
Q286-288, P120, L14	To advise if there have been any payments to Adelaide Square Developments on the demand loan since October 2019.
	There have been no payments to Adelaide Square Developments Inc. on the demand loan since October 2019.

Without Prejudice - Answers to Questions Taken Under Advisement from July 7^{th} 2021 Examination				
Q437, P209, L13	To produce copies of the audited 2020 financials for each limited partnership when they are completed.			
	N/A at the present time.			
Q438-441, P209, L11	To produce a copy of the project management agreement with AKMHoldings and GTDH for the Spadina Adelaide LP.			
	Attached is the Project Management Agreement between Go-To Spadina Adelaide Square Inc., Go-To Developments Holdings Inc. and AKM Holdings Corp.			
Q444, P210-211, L20	To produce copies of any management agreements or property management agreements with any person for the Spadina AdelaideLP.			
	Attached are the following:			
	Property Management Agreements:			
	 a) Property Management Agreement between Go-To Spadina Adelaide Square Inc. and 2434547 Ontario Inc., dated July 18th 2019 			
	b) Management Agreement between Go-To Spadina Adelaide Square LP and Atrens Management Group Inc., dated November 28th 2019			
	c) Management Agreement Renewal between Go-To Spadina Adelaide Square LP/Go-To Developments and Atrens Management Group Inc., dated January 18th 2021			
	Management Agreement:			
	 a) Project Management Agreement between Go-To Spadina Adelaide Square Inc., Go-To Developments Holdings Inc. and AKM Holdings Corp. *Also provided in response to "Q438-441, P209, L11" above. 			
Q449, P212-213, L13	To produce a copy of any subscription agreement for Furtado Holdings in relation to units of the Spadina Adelaide LP.			
	There is no subscription agreement for Furtado Holdings Inc. in this respect.			

This is Exhibit "83" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

1	A. Correct.
2	Q. Okay. And would those
3	have been expenses with Mr. Di Iulio?
4	MR. MANN: Do you know?
5	THE INTERVIEWEE: I don't
6	know.
7	BY MS. HOULT:
8	Q. Okay. Were you provided
9	with any invoice or information as to the
10	deduction incurred for those legal expenses?
11	A. No, I just received the
12	net payment.
13	168 Q. Okay. That net payment
14	was 388,000 and some change on April 15th, 2019.
15	And we can remove this document from the screen,
16	Mr. Baik.
17	Do you recall that the payment
18	that you received that Furtado Holdings
19	received was approximately \$388,000?
20	A. Yes, I do.
21	Q. Okay. Why did Furtado
22	Holdings receive a T5 indicating that that
23	\$388,000 was a dividend?
24	A. I was asked how I wanted
25	the payment, and for tax reasons I said if they

- can be given to me as a dividend, it's more tax
- 2 effective for me.
- 3 170 Q. Did you tell investors in
- 4 the Go-To Spadina Adelaide LP that Furtado
- 5 Holdings was going to and did receive this
- 6 \$388,000 payment from Adelaide Square
- 7 Developments?
- 8 A. Sorry, did I tell who?
- 9 MR. MANN: Your voice lapsed.
- 10 BY MS. HOULT:
- 11 171 Q. Unit holders in the Go-To
- 12 Spadina Adelaide LP. Did you tell investors that
- you were going to receive this \$388,000 payment?
- A. No, I didn't.
- 15 172 Q. Sorry, I didn't hear you.
- 16 A. No, I didn't tell them.
- 17 173 Q. Okay. I apologize. I
- 18 had Mr. Baik take it off the screen. We may not
- 19 need it back. I would like to know where that
- 20 memorandum of agreement, where was it kept in the
- 21 LP's records?
- MR. MANN: Do you know?
- THE INTERVIEWEE: I don't
- 24 recall offhand where we kept it.
- 25 BY MS. HOULT:

1	A. I have no idea.
2	Q. Okay. The next payment
3	on this document is to RAR Litigation Lawyers,
4	\$200,000. What is your understanding of why
5	Adelaide Square directed \$200,000 to RAR
6	Litigation Lawyers?
7	A. (Indiscernible).
8	251 Q. Sorry?
9	A. I have no idea.
10	Q. Then we see a payment to
11	AKM Holdings Corp. of \$388,087.33. What is your
12	understanding of why AKM Holdings received that
13	amount?
14	A. Again, I have no idea why
15	he received the amount.
16	Q. Or was directed. I take
17	your point, Mr. Mann. Why is it the exact same
18	amount that Furtado Holdings was directed to
19	receive?
20	A. Again, I have no idea why
21	it's the same amount and why he got paid.
22	MR. MANN: If he got paid.
23	THE INTERVIEWEE: Or even if
24	he got paid.
25	BY MS. HOULT:

This is Exhibit "84" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.
Expires March 22, 2024.

Compelled Examination of Oscar Furtado July 7, 2021

Ontario Securities Commission

Go-To Developments Holdings Inc.

This is EXHIBIT 17

Examination of Oscar Furtado

Date July 7, 2021

```
To: Oscar Furtado[oscarfurtado@gotodevelopments.com]
From: Alfredo Malanca[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=644F8021C382480DBD72826C88381D77-ALFREDO]
Sent: Sat 2019-02-16 10:03:29 PM (UTC)
Subject: Re: Re: RE:

What I sent above for the bridge Adelaide square will give the vtb for the difference

Goldmount Financial Group
Alfredo Malanca
```

D 647 404 8615

```
> On Feb 16, 2019, at 4:33 PM, Oscar Furtado <a href="mailto:soscarfurtado@gotodevelopments.com">oscarfurtado@gotodevelopments.com</a> wrote:
> I understand...the numbers below are for Adelaide Square Developments Inc.
> to close.
> Go-To Spadina Adelaide Square LP has a different sent of numbers:
> Purchase 74.25
> Closing costs 3.3
> + fees (broker/lender etc)
> The question is what is the minimum I need to close:
> I take out your 54.9 from my minimum number:
> I need 30 in equity
> Less lift 18
> Need to get to 12 in equity
> I will walk you through this when we meet.
> Oscar Furtado, CPA, CA
> President and CEO
> Go-To Developments
> 1267 Cornwall Road
> Suite 301
> Oakville, Ontario
> L6J 7T5
> Office: 905-849-6624
          416-230-2477
> Cell:
> GoToDevelopments.com
> ----Original Message----
> From: Alfredo Malanca <alfredo@goldmountfinancial.ca>
> Sent: February 16, 2019 4:24 PM
> To: Oscar Furtado <oscarfurtado@gotodevelopments.com>
> Subject:
```

```
> To close we need the following
> 46 Chad is 20 m 15m on closing 5 vtb
> 355 36m
>
> 36
> 15
> 51m
> 2.9 m Land transfer this is at 74 250m this could be lower
> 53.9
    150 k legels
> 54 .9 total
> This should be to close
> Goldmount Financial Group
       Alfredo Malanca
       D 647 404 8615
>
```

This is Exhibit "85" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Compelled Examination of Oscar Furtado July 7, 2021

Ontario Securities Commission

Go-To Developments Holdings Inc.

This is EXHIBIT 18

Examination of Oscar Furtado

Date July 7, 2021

To: Alfredo Malanca[alfredo@goldmountfinancial.ca]
From: Oscar Furtado[oscarfurtado@gotodevelopments.com]

Sent: Fri 2019-02-01 3:54:34 AM (UTC)
Subject: Spadina Adelaide Land Proforma

GOTO Land Proforma Spadina Square Analysis of Capital Requirements - Investor Jan 31, 2019.xlsx

Oscar Furtado, CPA, CA

President and CEO

Go-To Developments

1267 Cornwall Road Suite 301 Oakville, Ontario L6J 7T5

Office: 905-849-6624

Cell: 416-230-2477

GoToDevelopments.com

CONFIDENTIALITY CAUTION

This message, including attachments, is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employees or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me by reply email and delete this message. Thank you.

SPA Proforma: Spadina Adelaide Square Capital R	equireme	nts	
Land Acquistion Cost	- d-months	ME.	
355 Adelaide and 46 Charlotte St	T		74,250,000
(Adelaide \$47.25 million: Charlotte \$27 million)			, 112,00,000
Total Cost of Land Acquistions			74,250,000
Land Transfer Cost and Legals & Soft Cost			
Land Transfer Tax for 355 Adelaide and 46 Charlotte	Ť		2,970,000
Finder Fee			5,000,000
LP Admin. Fee			180,000
Site Plan Approval Legals to Close @ APS			2,000,000 150,000
Total Land Transfer Tax and Legals			10,300,000
•			V A S N A A A A A A A A A A A A A A A A A
Senior Debt	-		E4 07E 000
Mortgage 1st Mortgage 2nd			51,975,000 10,000,000
less Interest Reserve (2nd)			1,500,000
Less Interest Reserve 1st(Approx. first 17m in loan covered by rent roll)			5,000,000
Net Mortgage Advance before fees			55,475,000
Financing Cost			
Lender Fee and Broker Fee Adelaide 1st (1% lender +1% broker)	Ĭ		1,039,500
Lender Fee and Broker Fee Adelaide 2nd(1% lender +1% broker)			300,000
Total Cost of Debt and Financing			1,339,500
Net Mortgage Advance after fees			54,135,500
Equity to Close @ APS			
Equity to close @ APS			30,414,500
1			
Summary			
Proposed GFA @ SPA			330,000
Projected Future Sale			99,000,000
Future Sale per SQFT GFA @SPA			300
Total Capitalized Costs		-	90,889,500
Total Capitalized Costs			50,005,500
Distrubution of Profits			
Total Profits	į.		8,110,500
Equity to close (Go-To Developments at purchase price of \$74.25 mill):			30,414,500
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw			30,414,500
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group)			
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested			2,707,250
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested			2,707,250 2,707,250
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested			2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds			2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close			2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds			2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close			2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 millioner 16 months			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 millioner 16 months			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment balance from closing profit Waterfall:			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333 8,333,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment balance from closing profit Waterfall: Return of lift to to Investor Group			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333 8,333,333
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment balance from closing profit Waterfall:			30,414,500 2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333 8,333,333 2,707,250 2,707,250 25,000,000
Go-to Cost is \$175/square foot at 330,000 square feet = \$58 mill raw Net lift of \$16.25 mill (\$3 mill to structure deal, \$6.625 mill to Go-To, \$6.25 mill to Investor Group) Lift from Go-To reinvested Lift from Investor Group reinvested Investor Group Funds Investor paid \$6.25 million from lift and reinvests \$2.7 million to close Investor returns will be \$6.25 million on closing + balance to get to 25% annualized rate as preferred payment Assume time to complete is 16 months ZBA: 25% return on 25 mill over 16 months Less upfront payment balance from closing profit Waterfall: Return of lift to to Investor Group Return of lift to Go-To			2,707,250 2,707,250 25,000,000 30,414,500 8,333,333 6,250,000 2,083,333 8,333,333

This is Exhibit "86" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Compelled Examination of Oscar Furtado July 7, 2021

Ontario Securities Commission

Go-To Developments Holdings Inc.

This is EXHIBIT __19

Examination of Oscar Furtado

Date July 7, 2021

To: Alfredo Malanca[alfredo@goldmountfinancial.ca]
From: Oscar Furtado[oscarfurtado@gotodevelopments.com]

Sent: Wed 2019-03-13 2:29:26 AM (UTC)

Subject: lift analysis Lift Analysis.xlsx

Oscar Furtado, CPA, CA

President and CEO

Go-To Developments

1267 Cornwall Road Suite 301 Oakville, Ontario L6J 7T5

Office: 905-849-6624
Cell: 416-230-2477
GoToDevelopments.com

CONFIDENTIALITY CAUTION

This message, including attachments, is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employees or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me by reply email and delete this message. Thank you.

Alfredo Lift

355 Adelaide	36,000,000
46 Charlotte	23,650,000
Less: VTB	8,050,000

Net Cash Required **51,600,000** 14,600,000

Land Transfer tax 2,064,000

 Planner
 15,000

 Apprasials
 12,500

 Environmentals
 40,000

 Legal Fees
 450,000

Cost to close 2,581,500 2,581,500

VTB 3,712,500

A/Scotty/Michael 1,150,000

7,156,000 7,156,000

Less Retained by Alfredo 4,000,000

Net 3,156,000

Alfredo / Hans / Oscar 1,052,000

Roco 1,000,000 hans 1,052,000 Alfredo 2,552,000 Oscar 2,552,000

7,156,000

This is Exhibit "87" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Mucal

Compelled Examination of Oscar Furtado July 7, 2021

Ontario Securities Commission

Go-To Developments Holdings Inc.

This is EXHIBIT 20

Examination of Oscar Furtado

Date July 7, 2021

To: Alfredo Malanca[alfredo@goldmountfinancial.ca]
From: Oscar Furtado[oscarfurtado@gotodevelopments.com]

Sent: Wed 2019-03-20 3:05:23 AM (UTC)
Subject: numbers run using Louis spreadsheet
louis deal calculations Oscar - march 19.xlsx

Note that the access cash you have has to go to Anthony for the 2.7 mill fee. Which leaves 1.8 mill in the LP to go towards a lift payment. I need to review in the morning.

thanks

Oscar Furtado, CPA, CA

President and CEO

Go-To Developments

1267 Cornwall Road Suite 301 Oakville, Ontario L6J 7T5

Office: 905-849-6624

Cell: 416-230-2477

GoToDevelopments.com

CONFIDENTIALITY CAUTION

This message, including attachments, is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged and confidential. If the reader of this message is not the intended recipient, or the employees or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me by reply email and delete this message. Thank you.

Closing Calculations

TOTAL COST TO CLOSE

Further to our discussion, here are the deals of the transactions.

My client, Adelaide Square Developments Inc. ("Adelaide Square") is purchasing the following adjoining properties scheduled for the middle of March, 2019:

Vendors sale to Adelaide Square (first deal)

Address:	Purchase Price	Terms
46 Charlotte Avenue, Toronto	\$15,000,000	Vacant Land. Cash on closing. Note: there will be a further payment of up to \$8,000,000 after closing to the vendor is the purchasers can get a certain GFA for the lands.
355 Adelaide Street, Toronto	\$36,000,000	6 storey Office building (30,857 square feet). Cash on closing.
Closing costs:		
LTT	\$2,032,950	
Legals and Adjustments (est)	\$200,000.00	

Currently, the properties have been resold to Go-To Spadina Adelaide Square LP ("Go-To") at a price of \$74,250,000.

\$53,232,950

\$74,250,000

Go-To requires the following funds to close:

Adelaide Square sale to Go-To (second deal)

Purchase Price (both properties)

LTT	2,962,950	
Legals and Adjustments (est)	\$250,000	Legals to Torkin Manes LP. Adjustments for rents, property taxes.
TOTAL COST TO CLOSS	Ć77 462 0F0	
TOTAL COST TO CLOSE	\$77,462,950	
To be paid by:		
Francis Francisco		
First Mortgage Net Advance (CMSC)	\$42,322,250	\$48,262,500 less interest reserve of \$4,975,000 less lender fee of \$965,250
2nd Mortgage Net Advance (private)	\$7,800,000	\$10,000,000 advance less interest reserve of \$1,500,000 less lender fee of \$700,000. Mortgage will be registered at \$13,000,000
Additional Second	\$2,000,000	2 million from Chris
VTB as second	\$1,712,500	(balance of VTB from lift)
Purchaser's Cash	\$9,000,000	Oscar 5 + hans 3 + tito 1
Day loan	\$16,500,000	This loan will be additional secured against a property in Oshawa. Value: \$19M, existing 1st Mortgage: \$6M Net equity \$13M. Funds will be paid to Torkin Manes LLP in Trust
Surplus	-\$1,871,800	Funds to be raised from additional equity
TOTAL FUNDS	\$77,462,950	

On closing:

Adelaide Square receives:	\$74,250,000
Adelaide Square pays the vendors	\$51,000,000
Adelaide Square pays LTT	\$2,064,000
Adeliade pays legals plus HST	\$113,000
Gross Profit	\$21,073,000
Repay day loan	\$16,500,000
provide vtb for second	\$1,712,500
Balance	\$2,860,500

deposit of \$750,000 plus \$73,500,000 on closing. Funds are paid to Concorde Law in trust. deposits on both deals unknown at thisn time

This is Exhibit "88" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.

Expires March 22, 2024.

1	put something to him to challenge what he has
2	said? No?
3	MS. HOULT: Mr. Baik, 1579.
4	This is an email exchange ending February 16,
5	2019, from yourself to Mr. Malanca. And I will
6	get Mr. Baik to scroll through it so you can see
7	the exchange.
8	MR. MANN: Is this a document
9	that we provided to you; Counsel?
LO	MS. HOULT: That is something
L1	you can check, but I'm not
L2	MR. MANN: I don't think it is
L3	a document that we provided to you in advance of
L 4	this examination. I specifically asked to be
L5	provided with a copy of any documents that staff
L6	intended to put to Mr. Furtado. That request,
L7	while you may not agree with it, was rejected by
L8	staff. And I would like an opportunity to review
L9	this document with Mr. Furtado because this is
20	not, as best as I can recall, unless you can
21	direct me otherwise, was a document that is a
22	document that was asked of us or that we provided
23	to staff.
24	So is there some way that we
25	can review this document alone? I don't know how

COMPELLED INTERVIEW OF OSCAR FURTADO

1	we can do that. If you want to email it to me and
2	then I can destroy it after we review it, but
3	Mr. Furtado is clearly entitled to an opportunity
4	to review any documents that we haven't been asked
5	to provide or provide to staff with counsel.
6	MS. HOULT: We can take a
7	break and we can have I believe that there is a
8	way for you to control the scrolling or perhaps
9	not, and if not, Mr. Baik can scroll through, and
10	of course you can mute yourself but we're
11	MR. MANN: Do you mind if we
12	go off to discuss the
13	MS. HOULT: Yes, we can go off
14	the record.
15	MR. MANN: Thanks.
16	(Off-the-record discussion)
17	MS. HOULT: It is 2:01 p.m.
18	and we have off the record permitted Mr. Furtado
19	and Mr. Mann to scroll through this document 1579
20	and we're going to take a five-minute break and
21	return at 2:06. Off the record.
22	Recess taken at 2:01 p.m.
23	Upon resuming at 2:08 p.m.
24	MS. HOULT: We're back on the

record at 2:08 p.m. We will have that document on

1	the screen again. Mr. Baik, 1579, our 1579.
2	Just to confirm, if I haven't,
3	this is Exhibit 17, which is an email chain dated
4	February 16th, 2019.
5	MR. MANN: Sorry, Counsel, how
6	are you making this as an exhibit when we are not
7	attesting to its legitimacy or anything of the
8	sort? So if you're marking it as an exhibit, it
9	has to be it has to qualify as an exhibit. If
10	you want to mark it for identification, I'm happy
11	to do that. But it is not an exhibit in the true
12	sense of evidence.
13	MS. HOULT: We mark these
14	documents as exhibits to the examinations, and I
15	believe you raised this question previously. And
16	yes, it is fine. They are for identification on
17	the examination, so it's 17. Can you scroll to
18	the top, Mr
19	MR. MANN: Let me just be
20	clear. I haven't raised it in this context in
21	terms of emails or the sort. In this context, you
22	are putting to Mr. Furtado a document that staff
23	hasn't provided to us prior to this moment, and
24	you're purporting to mark this document as an
25	exhibit strictly for identification purposes; is

COMPELLED INTERVIEW OF OSCAR FURTADO

1	that correct?
2	MS. HOULT: That is fine.
3	MR. MANN: Okay. Exhibit 17
4	is an email exchange between Mr. Furtado and
5	Mr. Malanca, M-A-L-A-N-C-A, in February 2019
6	actually, February 16, 2019. That document, Madam
7	Reporter, is marked strictly for identification
8	purposes. Thank you.
9	EXHIBIT NO. 17: Email
10	exchange between
11	Mr. Furtado and
12	Mr. Malanca, dated
13	February 16, 2019 (For
14	identification)
15	MS. HOULT: Just so we're
16	clear, the fact that it hasn't been provided to
17	you in advance is something you have noted. That
18	is accurate, but to be clear, our position is
19	there is no issue with that. This is not an
20	examination for discovery in a civil proceeding.
21	MR. MANN: I think it is more
22	egregious, quite frankly, when it's a regulatory
23	proceeding. As a matter of fairness, Mr. Furtado
24	and any person Mr. Furtado choose ought to be
25	afforded with the opportunity to review documents

Page 152

1	not five minutes ahead of time but well in
2	advance, which is specifically why I asked, I
3	think, a couple of weeks ago for documents, and
4	clearly counsel have a different view as to how
5	documentary disclosure ought to take place. But
6	that is fine. We can agree to disagree.
7	MS. HOULT: Yes, we can agree
8	to disagree. You have our position and it is
9	within staff's discretion as to whether or not to
10	provide documents in advance of an exam, and I
11	know your position is different. I just want to
12	be clear
13	MR. MANN: Staff discretion is
14	not unfettered. There is an absolute obligation
15	to deal with matters fairly, but we can agree to
16	disagree as to whether this is being handled
17	properly or not.
18	MS. HOULT: And we will
19	continue. Mr. Baik, please scroll down on this
20	first page so that we can see the email. Stop.
21	BY MS. HOULT:
22	Q. This email chain, which
23	we have marked as Exhibit 17, contains an email
24	that appears to have been written by you,
25	Mr. Furtado, on February 16th, 2019, that says:

1	"I understand the numbers
2	below are for Adelaide
3	Square Developments Inc.
4	to close." (As read)
5	And it then continues on. The
6	email says, among other things:
7	"I need 30 in equity,
8	less lift 18. Need to
9	get to 12 in equity." (As
10	read)
11	What do those statements mean?
12	What did you mean by that?
13	A. Okay. First, to clarify,
14	the 54.9 million represents approximately
15	because the price was changing, approximately the
16	price of the two properties that we would be
17	picking up, 46 Charlotte and 355 Adelaide.
18	The \$30 million in equity
19	represented the total equity that the LP would
20	have to raise to close the deal. So you have to
21	include the lender's fees that include the broker
22	lender fees, the interest reserves, everything you
23	have to have to include and come up with the
24	equity. The equity the 30 million was the net
25	amount required.

1	The 18 million, it was
2	representing that these were Alfredo Malanca's
3	words that I picked up from him in another
4	context. The 18 million represented what Alfredo
5	Malanca representing Adelaide Square. Adelaide
6	Square would reinject 18 million into the LP so
7	that they could close the deal because we didn't
8	have the money.
9	If you recall, originally, I
10	said that Hans Jain was supposed to bring all the
11	equity required for this deal and he didn't. So
12	Adelaide Square, to make the deal happen, was open
13	to reinjecting potential profitability into the
14	deal as equity. And then that would leave me with
15	the remaining at the time that this email was
16	written, it appeared to be 12 million that I would
17	need to still raise from private equity investors.
18	That was the math over here that you see.
19	Q. So at the time of this
20	email, Adelaide Square Inc Adelaide Square
21	Developments Inc. was you were contemplating
22	that they would invest 18 million into the LP as
23	equity?
24	MR. MANN: Sorry, Mr. Furtado
25	never said he was contemplating. He said they

- 1 were contemplating this. He never said he was
- 2 contemplating it at all, so please don't misstate
- 3 his evidence.
- 4 BY MS. HOULT:
- 5 348 Q. Why did you write "less
- 6 lift 18" in your email? You were not
- 7 contemplating that, Mr. Furtado?
- 8 MR. MANN: He said that what's
- 9 -- using Mr. Malanca's words. That's what he
- said. That's where he got it from. If you want,
- 11 the reporter can read that back.
- MS. HOULT: I understand where
- 13 he got it from. Now I'm asking what he was
- 14 expecting or contemplating at the time, and your
- objection is unclear. This is Mr. Furtado writing
- 16 to Mr. Malanca.
- 17 BY MS. HOULT:
- 18 349 Q. So were you not
- anticipating the reinvestment of the lift?
- 20 A. I am purely stating what
- 21 -- Alfredo Malanca would get on the phone with me
- 22 and discuss scenarios. This is a scenario he put
- on. I was summarizing what I understood him to be
- saying. That is all I did here. It's his view
- 25 that he -- that Adelaide Square would inject that

- amount. I wasn't contemplating this would happen
- or another scenario would not happen.
- 3 350 Q. Did that come to pass,
- 4 that scenario of reinjection of -- or injection of
- 5 equity by Adelaide Square Developments into the LP
- 6 take place?
- 7 A. No.
- 8 351 Q. No. So Adelaide Square
- 9 Developments never became a unit holder in the LP?
- 10 A. No.
- 11 352 Q. Okay. All right. We can
- 12 remove this document from the screen.
- MR. MANN: Counsel, could I
- get a copy of that document, please?
- 15 MS. HOULT: I will take that
- away, but as I've told you previously, our
- 17 practice is not to provide copies of exhibits with
- 18 our examinations.
- 19 MR. MANN: I don't know that
- 20 you and I ever had that discussion about copies of
- exhibits.
- MS. HOULT: I think you have
- had it with staff at previous exams.
- MR. MANN: Well, I don't think
- I have ever been provided with an email exchange,

1	a document purporting to be an email exchange of
2	this sort, but that's fine. I have asked and I
3	have your answer.
4	MS. HOULT: We're going to
5	pull up another email exchange, 1369, and Mr. Baik
6	can scroll through it with you before I'll ask
7	Mr. Furtado questions about it.
8	MR. MANN: Counsel, are there
9	going to be more than this document? Like, how
10	many other similar documents are we going to be
11	presented with?
12	MS. HOULT: There are a
13	limited number of them, Mr. Mann.
14	MR. MANN: Can you help me?
15	Limited being ten? Two? I'm trying to do this
16	efficiently, Counsel. If there are a series of
17	these documents, I would like an opportunity not
18	to review each one on its own with my client, but
19	to review all of them with my client at once,
20	which is fair. It is not an unfair process. It
21	is not designed to be an unfair process.
22	Mr. Baik has pulled up a top
23	of an email, again between that purports to be
24	between Mr. Malanca and Mr. Furtado. This one has
25	a date of 2019-02-01. At least that's the top of

1	the document. If there are other emails in or
2	around this time frame, Mr. Furtado is surely
3	entitled to look at all of them so that his
4	answers can be comprehensive, accurate and fair.
5	Will you please allow us to
6	look at all of these types of documents now?
7	MS. HOULT: No. We're going
8	to proceed through the examination in the manner
9	that we see appropriate and fair, which is what we
10	are doing.
11	MR. MANN: So we will then
12	respond accordingly. Could you we're going to
13	go off the record
14	MS. HOULT: No, we're not
15	going to go off the record. This is my
16	examination.
17	MR. MANN: All right. Go
18	ahead. Ask
19	MS. HOULT: Mr. Baik, and
20	again for the sake of the record, we have pulled
21	up this document, which is an email with an
22	attachment. It is dated February 1, 2019, to
23	Alfredo Malanca from Oscar Furtado. A short doc
24	ID on the first page is 1369, and we will mark it
25	as Exhibit 18 for the sake of the record.

1	EXHIBIT NO. 18: Email
2	exchange between
3	Mr. Furtado and
4	Mr. Malanca, dated
5	February 1, 2019 (For
6	identification).
7	MS. HOULT: Mr. Baik, can you
8	please scroll through this document so that
9	Mr. Furtado and Mr. Mann can see it?
10	MR. MANN: Exhibit 18, once
11	again, like Exhibit 17, is strictly for the
12	purpose of identification; correct?
13	MS. HOULT: Yes. You can take
14	that for all subsequent exhibits. This is not the
15	hearing. If you're going to raise any objections
16	to the authenticity of what appear to be
17	Mr. Furtado's own emails, you can do so at a later
18	date.
19	MR. MANN: Well, no, I'm
20	raising many other objections insofar as this
21	document is concerned. So we're not agreeing that
22	it has any evidentiary value whatsoever, but
23	because you are making reference to a document
24	that you have seen fit to never disclose to us to
25	this point, it needs to be identified for the

1	purpose of the record, which is why it is only
2	being marked for identification purposes. We are
3	not agreeing in any way to its authenticity.
4	MS. HOULT: Mr. Baik, you can
5	continue scrolling. I would like to direct your
6	attention to the notes at the bottom of this
7	second page. You can stop, Mr. Baik.
8	There is a heading, "Equity to
9	close (Go-To Development at purchase price of
LO	74.25 mill)", under which the second line says,
L1	"Net lift of 16.25 mill".
L2	MR. MANN: I can't read I
L3	can't read the font.
L 4	BY MS. HOULT:
L5	Q. Please zoom in, Mr. Baik.
L6	So the second line under the
L7	heading "Equity to close" reads:
L8	"Net lift of 16.25 mill
L9	(3 mill to structure
20	deal, 6.625 mill to
21	Go-To, 6.25 mill to
22	investor group)". (As
23	read)
24	What does the statement "3
25	mill to structure deal" mean?

1	MR. MANN: Sorry, I'm still
2	reviewing the document and I'm just making notes
3	of the document, everything I can write down.
4	This delay is most
5	unfortunate. Again, had we received the
6	documentation ahead of time, none of this would
7	have been required.
8	Please don't say a word. Can
9	you please go to the top of this chart or
10	spreadsheet? I don't could you please scroll
11	down? Okay. Now can you please go back to the
12	email? Okay. Do you want to go to that notes
13	portion that you were reading from, please? Okay.
14	Can you scroll down? Can I see the entirety of
15	that part of the document, please, Mr. Baik?
16	We're still on the record, correct, Madam
17	Reporter? Thank you. Thank you.
18	BY MS. HOULT:
19	Q. Mr. Furtado, what does
20	the statement "3 mill to structure deal" mean?
21	MR. MANN: I would like an
22	opportunity to discuss this document with my
23	client. Are you going to afford us that
24	opportunity?
25	MS. HOULT: No, I would like

COMPELLED INTERVIEW OF OSCAR FURTADO

1	to hear the witness' answer.
2	MR. MANN: No, that is so
3	unfair, Counsel, that a document that has not been
4	provided to Mr. Furtado until this moment,
5	notwithstanding specific requests, and I would
6	like an opportunity to discuss this document with
7	my client before he is answering questions under
8	solemn affirmation. And you're not going to allow
9	us to do that, in which case you can put all your
10	questions on the record and we will take them
11	under advisement.
12	MS. HOULT: Mr. Mann, this is
13	an email and an attachment that originated from
14	Mr. Furtado. We're not going to go on and off the
15	record for you to have conferences with him about
16	documents that he is a party to. This is not an
17	unfair manner of proceeding and it is consistent
18	with staff's practices.
19	BY MS. HOULT:
20	Q. So I will ask you this,
21	Mr. Furtado: Did you send documents like this to
22	Mr. Malanca in the course of your negotiations?
23	REF MR. MANN: Don't answer that
24	question.

MS. HOULT: On what basis?

25

1	MR. MANN: The fact that,
2	Counsel, you may say that this is consistent with
3	staff's practices, I will just say it how can I
4	say it as eloquently as I can? It does not make
5	it right. And all I'm asking for, and my client
6	is entitled to it, is to have a discussion between
7	solicitor and client concerning a document that
8	has not been disclosed to him.
9	We're not even going to
10	authenticate the document. It hasn't been
11	proffered in a manner that you're even trying to
12	authenticate it because it is only for
13	identification purposes. We're not saying it was
14	sent, nor received. So I don't even know how you
15	got the document. You need to put it forward to
16	say, "We received it this way and this is how it
17	is authentic." You haven't even done that.
18	So we're going to be taking
19	these questions under advisement, Counsel, unless
20	you give us an opportunity to discuss this
21	document and any other similar documents that you
22	have in your or Mr. Baik has available that you
23	intend to provide to him.
24	Happy to answer all proper
25	questions, but surely Mr. Furtado has the right to

1	prepare for an examination and discuss matters
2	with his counsel. If this were a hearing, surely
3	the document would have been put to him well in
4	advance. You know that. Or if it wasn't, the
5	panel would give us an opportunity to discuss it,
6	clearly.
7	So if you would like to put
8	all your questions on the record, we'll take it
9	under advisement, or you can let us discuss this
10	email, document and other documents in private.
11	Within five minutes I'm sorry I exceeded five
12	minutes last time. It was 6.5 minutes. We're not
13	trying to delay the process. We came back within
14	six minutes' time and answered the questions. I'm
15	happy to do it now. Whatever you prefer, Counsel.
16	MS. HOULT: For the sake of
17	the record, your position is Mr. Furtado cannot
18	answer questions about an email that appears to be
19	from him without consulting with counsel. We will
20	take a five-minute break now and we will come
21	back. It is 2:29. We will take a break to 2:34.
22	Recess taken at 2:29 p.m.
23	Upon resuming at 2:34 p.m.
24	MS. HOULT: Back on the
25	record Can you please bring up Exhibit 18 again.

- 1 Mr. Baik? Ms. Collins, I think you're off mute.
- 2 I can hear noise from you.
- 3 MS. COLLINS: Yes, I am off
- 4 mute.
- 5 MR. MANN: Sorry, what are we
- 6 doing?
- 7 BY MS. HOULT:
- 8 356 Q. Sorry. We're back on the
- 9 record and we're looking at Exhibit 18. The
- 10 bottom of the second page of that says "Equity to
- 11 close", and the line -- two lines under that says
- 12 "Net lift of 16.25 mill".
- My question to you,
- 14 Mr. Furtado, what does this statement, "3 mill to
- 15 structure deal" mean?
- 16 MR. MANN: So the purpose of
- that five-minute break was to enable us to review
- 18 the document with Mr. Baik scrolling it. Mr. Baik
- 19 left the room. We had no access to that document.
- We have not had an opportunity to review the
- 21 document. Not the fault of our own.
- MS. HOULT: You were taking
- notes before we took the break, Mr. Mann, and you
- didn't ask anyone to stay on, so why didn't you
- 25 raise this?

COMPELLED INTERVIEW OF OSCAR FURTADO

1	MR. MANN: Counsel, you said
2	Mr. Baik will scroll through the document, and the
3	notes that I took are far from comprehensive, so I
4	don't think that you should assume that I took
5	or what I took notes of. So we have not had a
6	chance to scroll through the entirety of the
7	document, which is what you said just prior to the
8	break that we would have an opportunity to do.
9	MS. HOULT: That's what we did
10	before the last break. You took anyway. We
11	will I am surprised that you didn't flag that
12	in the course of the break but took the break and
13	didn't raise it.
14	MR. MANN: We were sitting
15	here. There was no one to talk to. All of you
16	guys left. There was no video or audio. Okay?
17	Everyone left. All of your pictures were taken
18	off, and I'm not going to send emails during the
19	course of the interview. I thought Mr. Baik, in
20	fairness to him, went to the washroom or something
21	for a minute or two, so we kept coming back
22	MS. HOULT: Well, let's cut
23	this off. 2:36. We're going off the record for
24	five additional minutes and Mr. Baik will again
25	scroll through document.

Page 167

1	MR. MANN: Great. Thank you.
2	Recess taken at 2:36 p.m.
3	Upon resuming at 2:46 p.m.
4	BY MS. HOULT:
5	357 Q. The time is 2:46 p.m. We
6	still have Exhibit 18 on the screen and we're
7	looking at the bottom part of page 2 of that
8	exhibit.
9	Mr. Furtado, what does the
10	statement "3 mill to structure deal" mean?
11	A. The 3 mill to structure
12	deal was an allocation of profit to Go-To, the
13	Go-To limited partnership. This whole scenario -
14	this is one of many scenarios discussed with
15	Mr. Malanca. This one, we had someone that was
16	going to invest 25 million. So he brought the
17	scenario and we brainstormed scenarios, just
18	trying to see different ways we could close the
19	deal. Obviously, we didn't close the deal this
20	way.
21	Q. All right. So 3 mill to
22	structure deal was to go to Go-To. What is the
23	reference under this proposed structure, what
24	is then the reference to 6.625 mill to Go-To?
25	A. That is also the profit

1	share to Go-To. If you look at total profit, the
2	net profit identified of 8.3, that was going to
3	come to Go-To, which is the limited partnership.
4	Q. Under this proposed
5	scenario, who is the investor group contemplated?
6	A. That investor group would
7	have been a private investor that Alfredo Malanca
8	had identified. I never met them. I don't know
9	who they are.
10	Q. You don't know what the
11	name of that private investor is even now?
12	A. He brought multiple
13	partners to the table to try to strike a deal in
14	multiple different ways. This is just one
15	scenario.
16	Q. Again, what does net lift
17	refer to in particular? Because you're talking
18	about profit, but profit on what? The land
19	acquisition?
20	A. The subsequent sale of
21	the land when you go through the approval process.
22	As explained in previous answers, that value could
23	be 10 million, 12 million, 15 million, depending
24	on the scenario you go forward with on the
25	submission to the city. That is the profit that

1	the deal would make, and that would depending
2	on how big your investors are versus these other
3	ones, we had to decide how much in this case,
4	how much he was giving up to them, how much he
5	would leave in the LP.
6	So, many scenarios have been
7	discussed. This may have been a ten-minute
8	discussion out of two and a half years of
9	discussions with Alfredo Malanca. That is why I
10	was taken by surprise.
11	Q. I just want to understand
12	the concept of net lift here and what transaction
13	or however you want to characterize that it
14	relates to, because this section refers to "Equity
15	to close", "Go-To Developments at purchase of
16	74.25 mill". The next line then says, "Go-To cost
17	is 175/square foot at 330,000 square feet, 58
18	million raw"; right?
19	A. That is what it says.
20	Q. And then it says, "Net
21	lift of 16.25 mill". So is the lift referring to
22	profit on the land acquisition between the Go-To
23	cost and the purchase price of 74.25 mill?
24	A. Right. That is what it
25	is meant to reflect, but keeping in mind that the

1	profit number keeps changing based on the price
2	per square foot you believe you're going to sell
3	it at, what you're going to build. There were
4	many different scenarios being discussed. And
5	this scenario was short-lived because I don't
6	even believe I may have or may have not met
7	this investor because I met multiple, multiple
8	people through Alfredo that he would bring to the
9	table to try to solve it when he didn't know with
10	certainty that Hans Jain was going to come up with
11	the equity. He was looking for ways to close the
12	deal.
13	Q. My question is about the
14	lift on the land acquisition. Was this scenario
15	contemplating that Go-To would receive part of the
16	lift on the land acquisition itself?
17	A. No. This was always
18	referring to lift on the subsequent sale of a
19	lift of our profit, the profit when you close the
20	deal, what's left, who gets what share of what's
21	left if you bring a big investor that wants a big
22	piece of the pie.
23	Q. How does that make sense
24	with the numbers on the page, Mr. Furtado? It
25	says purchase price, 74.25 mill, and then Go-To

COMPELLED INTERVIEW OF OSCAR FURTADO

1	cost, 58 million raw that's the next line.
2	Then there are other words, and then net lift of
3	16.25 million. So are you telling me that the 58
4	mill raw and the 16.25 million lift don't go
5	together to form the purchase price?
6	A. If you look at the
7	right-hand column numbers, that's the total that
8	they were looking for equity to close. And if you
9	scroll up, you will see that 30 million, I believe
10	if you scroll up on the page. Scroll up.
11	What's the equity to close? Right there. Equity
12	to close at APS, \$30,414,000. So the right and
13	left-hand columns don't match. Go back down
14	again. In the right-hand column, that narrative
15	doesn't match the columns, is what I'm trying to
16	get at. That 30,414,000 is a breakdown of the
17	equity required. That's 25 million, right? So
18	that is how we came up with the 30 million. The
19	one major investor would bring in that money.
20	366 Q. But the major investor is
21	listed as bringing in 25 million, and then there
22	is above that, "lift from Go-To reinvested", among
23	other things.

Page 172

MR. MANN: Sorry, yes, that is

what it says.

24

1	BY MS. HOULT:
2	Q. So was Go-To, in this
3	scenario, contemplated to get a portion of the
4	lift, by which I mean the difference between the
5	price to the sellers of the properties and the
6	owners of the properties at that time and the
7	price paid by Go-To Developments?
8	A. No.
9	Q. No. All right. We will
10	scroll up on this document, Mr. Baik, to the main
11	chart, under "Land transfer cost". There, under
12	the heading "Land transfer cost" there are several
13	entries, the second one of which is "Finder fee",
14	5 million. Under this scenario, who was expected
15	to receive a finder fee?
16	A. Again, these numbers
17	when we did these scenario analyses, Alfredo
18	Malanca would get on the phone with me and say, "I
19	want to work through a scenario analysis. You've
20	got the spreadsheet. Let's key in these numbers
21	and see what it comes out with." And that is what
22	you are now submitting back to me, what he has
23	received.
24	They would have potentially,
25	in this case, asked for 5 million or 25 million as

- 1 part of a fee to them. That is how these groups
- work. But this information would have been input
- on a phone call with Alfredo on the phone with me.
- 4 369 Q. Sorry, so you're saying
- 5 the finder fee on this document, it was a number
- 6 that Mr. Malanca gave to you and it reflected a
- 7 fee requested by his investor group?
- 8 A. My understanding is it
- 9 would have been, because that is the only way I
- 10 would get that number.
- 11 370 Q. So you don't know under
- this scenario who the intended recipient of that
- 13 \$5 million finder fee would have been?
- 14 A. That would have been the
- investor group. I don't know who that group was
- and they never came to the table.
- 17 371 Q. All right. We can close
- 18 that document, Mr. Baik.
- MR. MANN: We had the same
- 20 exchange about my request for that document. Your
- 21 position would be the same; correct?
- MS. HOULT: Correct.
- BY MS. HOULT:
- 24 372 Q. So you just told me in
- answer to those questions, Mr. Furtado, that you

1	would discuss scenarios on the phone with
2	Mr. Malanca, and then you would input them and
3	send them back to him in the style of chart?
4	A. Yes. When we knew that
5	the deal was going to run into potential problems
6	with finding the (inaudible)
7	373 Q. Sorry, I can't hear you
8	at all now, Mr. Furtado. You said the deal was
9	going to run into potential problems? I think
LO	Mr. Mann's computer may have frozen. That may be
L1	the issue. Is it possible for Mr. Furtado to
L2	unmute and for you to speak to us through your
L3	computer? Can you attempt that with Mr. Mann,
L 4	Mr. Furtado, unmuting your computer?
L5	MR. MANN: Okay. My computer,
L6	for some reason, isn't allowing it kicked me
L7	off of the site. I'm not going to suggest
L8	anything, so we're going to be sitting closer to
L9	each other and just using Mr. Furtado's laptop.
20	MS. HOULT: Okay.
21	Mr. Furtado, you were answering
22	MR. MANN: Sorry, go ahead.
23	MS. HOULT: You were answering
24	and got cut off. I am getting some feedback. I
25	don't know if Mr. Mann your computor is still o

1	somehow.
2	MR. MANN: Okay. I will shut
3	it, yeah, because it says I have no internet right
4	now. Do you still have the I'm not through
5	my computer, Erin, I'm not on the
6	MS. HOULT: I think it's okay
7	now.
8	MR. MANN: It's okay now?
9	Okay. I have closed out. I'm not on the call
10	through my computer. We're both using
11	Mr. Furtado's.
12	MS. HOULT: There certainly is
13	some feedback, but I can hear them.
14	MR. MANN: Sorry. Okay.
15	BY MS. HOULT:
16	Q. Mr. Furtado, you were in
17	the middle of an answer to a question. You said
18	that when it became clear that the project might
19	run into some problem, and that is where you cut
20	off. Can you resume?
21	A. Yes. So the original
22	plan when I came to the table was that the
23	introduction to Hans Jain was because Hans Jain
24	was bringing all the equity required for the deal.
25	Any shortfall potentially would come from Adelaide

1	Square. And now and I ran the pro forma for my
2	74, what my cost to close would be, what I need in
3	equity. What I need in equity was it was all
4	coming from Hans Jain. I plugged that number in
5	with probably no referral fee that would be
6	required because it is coming from a partner
7	that's going to be in the deal.
8	If it's coming from if it
9	wasn't coming from them in this scenario that you
10	just saw there there's an injection of 25
11	then he had the piece coming in, the 5 million
12	potential fee there. This is just one of many
13	scenarios.
14	What I would do is I would be
15	on the phone with Alfredo. He usually called me
16	and said, "Pull out the spreadsheet. I probably
17	have someone. Let me see how this works out."
18	And I would key the numbers in and I would flip it
19	back to him. Sometimes he actually keyed right
20	into my spreadsheets. I gave it to him in an
21	Excel format and sent it back. This is how we
22	tried to save the deal.
23	So the information some of
24	the information, because these are not final
25	pages, have information on different scenarios

COMPELLED INTERVIEW OF OSCAR FURTADO

1	mixed into one, but only focusing on the top part
2	of the page.
3	So these are all at a point in
4	time and not part of the transaction that closed.
5	In fact, the transaction that closed, it almost
6	didn't close. Our only focus was, leading up to
7	the transaction, is can we close the transaction?
8	We don't have any it was highly at risk to
9	close. That's all we did.
10	375 Q. So the initial plan was
11	that you were not you, Mr. Furtado, and Go-To
12	were not going to raise any equity?
13	A. I made that clear at the
14	front end of today's examination, and that was
15	when I first said, okay, let me look at the deal.
16	Remember, if you recall, I said that the original
17	plan was to bring the deal onto our books. There
18	was no equity coming from Go-To. I didn't have to
19	raise equity because I knew I couldn't. I don't
20	have the ability to bring that many people in or
21	that type of dollars in. I don't have the network
22	or the I know a lot of accredited investors but
23	I don't know that many. So, realistically, I said
24	no to the deal at the beginning.

But then he came back to me

25

1	and said, "Oh, we've got a wealthy individual who
2	has his own money, being Hans Jain, and he's part
3	of the Jain family. He's got significant money.
4	They can do the deal." Hans' father is giving him
5	I heard every story. Hans' father is giving
6	him 100 million. He has the money. He's going to
7	do the deal. That's why I came to the table.
8	Then I started working with different scenarios to
9	see how it's going to work when the first guy
10	failed to come up with the money.
11	Q. When you mean the first
12	guy, you're referring to Mr. Jain there?
13	A. Hans Jain, yes. At the
14	end he came in with \$3 million, I think, of which
15	he requested 1 million back right after the deal
16	closed because it was excess cash. He didn't have
17	any personal funds to really properly close.
18	Q. But you eventually did
19	raise equity from unit holders, as we all know, so
20	when did your position on that change? Why did
21	you decide to raise equity directly?
22	A. Because the view was that
23	they believed they could get the equity without
24	getting smaller pieces of equity. The numbers
25	changed every day. I said if I do raise, I don't

1	think I can raise more than 3 or 4 million because
2	I don't have the people to call. I called one
3	of the first persons I called was Gerry Brouwer,
4	and I know that he had a lot of he is a high
5	net worth individual and he's a joint venture
6	partner with me. He has invested in other deals.
7	I knew that he had funds, so it was a one-stop
8	shop for me there. But I didn't have that many
9	people to call.
10	Q. So my question is just
11	when did you decide to start raising equity?
12	A. I can't pick the actual
13	date. I started telling people about the deal,
14	but initially I thought I was telling people
15	about the deal, saying that also potentially there
16	might be a good opportunity to sell batches of
17	condos in this unit to the investor group. Most
18	of the investor group wants downtown Toronto for
19	property. So I started telling people about the
20	deal. I started telling them there might be an
21	opportunity. I was just having a backup plan, if
22	anything. I didn't go and disclose to Alfredo
23	fully, "I've got all this money lined up" because
24	it wasn't a lot to begin with. I just said just
25	in case these guys come short, then this deal can

- still happen. But I was not the primary equity
- 2 raiser on this deal.
- 3 It wouldn't have happened had
- 4 they not brought Anthony Marek to the deal and he
- 5 put in the 16.8 million. But he is unhappy. I
- 6 didn't negotiate the fee to him either. I was
- 7 told the flat fee is \$2.7 million and I wrote the
- 8 paperwork to get it done. That's it.
- 9 379 Q. Who told you that the fee
- was \$2.7 million for Marek?
- 11 A. Alfredo Malanca did.
- 12 380 Q. And you didn't negotiate
- 13 it?
- 14 A. No. No. There were no
- 15 --
- 16 381 Q. Can you just come a
- 17 little closer into frame, Mr. Furtado? I'm
- getting sort of a "Phantom of the Opera" view of
- 19 you right now.
- 20 A. Yes.
- MS. HOULT: All right.
- Mr. Baik, can you put 2185 on the screen? For the
- sake of the record, this is an email March 13,
- 24 2019, to Alfredo Malanca from Oscar Furtado, with
- 25 the subject, "Lift analysis". We will mark it as

1	Exhibit 19 for the sake of the record. Mr. Baik
2	will scroll through it.
3	MR. MANN: And again, this is
4	strictly for identification purposes?
5	MS. HOULT: Yes. As said
6	previously, you don't need to repeat that after
7	each one.
8	EXHIBIT NO. 19: Email
9	from Mr. Furtado to
10	Mr. Malanca, dated March
11	13, 2019 (For
12	identification).
13	MS. HOULT: If you can go back
14	to the second page of the document, Mr. Baik.
15	Perhaps zoom out so that Mr. Furtado can see the
16	whole of it and then zoom back in. I think you
17	have to zoom out further just so, again, he can
18	see the whole page, Paul. Okay. And zoom back
19	in.
20	BY MS. HOULT:
21	Q. What does this document
22	calculate, Mr. Furtado?
23	MR. MANN: Counsel, how do you
24	want to proceed? Are you going to let us look at
25	it and discuss it? I know this is challenging for

1	us, but I want to have an opportunity to review
2	the document with my client. This has not been
3	disclosed to us prior to this moment in time. Or
4	we can have the same discussion that we had about
5	the last two or three documents
6	MS. HOULT: Yes, I have no
7	interest in repeating the discussion. Your
8	position is your position. Our position is it's
9	appropriate. This is an email from Mr. Furtado
LO	himself and the questions should go without a
L1	break. You have requested a break. We will take
L2	a break now. It is 3:07. Mr. Baik will scroll
L3	through the document. We will come back in five
L 4	minutes. Direct him on the scrolling as you need.
L5	MR. MANN: Thank you.
L6	Recess taken at 3:07 p.m.
L7	Upon resuming at 3:15 p.m.
L8	BY MS. HOULT:
L9	383 Q. Back on the record at
20	3:15. We are looking at what we have marked as
21	Exhibit 19, the second page. Mr. Furtado, I
22	asked, what does this document calculate?
23	A. As I mentioned earlier,
24	there were countless scenarios. This is just one
25	of many. In this economia this economia did not

- involve the LP. There were no investors involved.
- 2 It was how could we do the deal amongst ourselves
- and what would the profit share be if we had
- 4 different individuals, as Alfredo has got some
- 5 names identified. He said this is how we split
- 6 the profit. We each find a way to bring the money
- 7 to the table personally, whether you take charges
- 8 on your personal properties -- whatever you did,
- 9 this is another scenario. It didn't go anyplace.
- 10 384 Q. Okay. So this was a
- scenario -- when you say there weren't going to be
- any investors, you mean no Go-To LP in unit
- 13 holders?
- 14 A. Correct.
- 15 385 Q. Okay. So who are the --
- 16 maybe you can zoom out a little bit, Mr. Baik.
- MR. MANN: Couldn't hear you.
- 18 Didn't hear what you just said.
- 19 MS. HOULT: I just asked him
- to zoom out on the document, Mr. Mann.
- There's a reference to a VTB
- in the middle -- higher up and in the middle of
- the page.
- MR. MANN: Erin, you're
- 25 breaking in and out.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	MS. HOULT: You are too.
2	MR. MANN: Okay. Let's
3	MS. HOULT: And your camera is
4	a little fuzzy, Mr. Mann. I think there is an
5	issue. Perhaps we could just go off the record,
6	Lisa.
7	(Off-the-record discussion)
8	BY MS. HOULT:
9	386 Q. This document,
LO	Exhibit 19, it refers to a VTB in two places. I
L1	understand that to mean vendor take-back. Is that
L2	understanding correct? And in this scenario, who
L3	was going to be the vendor who was going to be
L 4	providing a vendor take-back?
L5	A. Okay. Once again, these
L6	are Alfredo's numbers in this scenario. So he
L7	would have been potentially been negotiating a
L8	vendor take-back with one of those parties, most
L 9	likely 355 Adelaide. But I was not a party to
20	those discussions, if there was going to be a
21	vendor take-back or not. Obviously in the final
22	deal that we did, there is no vendor take-back
23	from Adelaide Square because we would have assumed
24	it, right? So this is just one of his scenarios.
25	Different ways he was going to try to restructure

(416) 861-8720

- 1 his deals to make this thing work.
- 2 387 Q. All right. There is a
- 3 reference in the middle of this page to
- 4 "A/Scotty/Michael". Who are these people? What
- 5 does that line refer to?
- A. My understanding is those
- 7 are individuals that Alfredo has -- that are in
- his business network. I don't know them.
- 9 388 Q. You don't know last names
- 10 for them?
- 11 A. I don't know, yeah.
- 12 389 Q. What was the 1.15 million
- 13 next to that line? What was that representing?
- 14 A. I have no idea. This
- would have been, as I recall, I said Alfredo would
- 16 get on the phone with me because he said, "Oh, you
- type better -- you're better at Excel
- 18 spreadsheets." So he would walk me through what
- 19 he wanted to put on there. And as I said, this is
- one of many scenarios that he just came up with.
- It is what it is. I don't know what the 1,150,000
- 22 was. Is it a referral fee for them? I have no
- 23 clue.
- 24 390 Q. Okay. Can you position
- 25 the camera to get a little more of Mr. Furtado?

COMPELLED INTERVIEW OF OSCAR FURTADO

1	I'm not seeing much of him. Okay.
2	So even though the email
3	appears to be from you to Mr. Malanca, you would
4	have typed this document while you were on the
5	phone with him and just sent Mr. Malanca the
6	document?
7	A. Correct.
8	391 Q. All right. Can you
9	scroll down a bit, Mr. Baik? There is a line
10	that is fine. There is a line the last line on
11	the left-hand side says "Alfredo/Hans/Oscar", and
12	next to those three names is 1,052,000. What did
13	that represent, to your understanding?
14	A. Hans?
15	MR. MANN: Here.
16	THE INTERVIEWEE: Sorry.
17	MS. HOULT: You can zoom in,
18	Mr. Baik.
19	MR. MANN: We have it.
20	THE INTERVIEWEE: It seems to
21	be the same one fifty
22	MR. MANN: Listen to the
23	question.
24	THE INTERVIEWEE: Okay. Yeah,

I --

25

1	MR. MANN: The question is:
2	What does that number
3	THE INTERVIEWEE: I don't
4	know. I don't recall what it represented.
5	BY MS. HOULT:
6	392 Q. What about the lines
7	the four lines to the right referring to Roco,
8	Hans, Alfredo and Oscar with varying amounts?
9	What does that represent?
10	A. I don't know what the
11	first one represents. I believe the other three,
12	depending on whether they came to the table, would
13	potentially be our profit if we did a deal
14	somehow managed to do a deal with him internally.
15	393 Q. Sorry, what do you mean,
16	"if we somehow managed to do a deal with him
17	internally"? What are you referring to?
18	A. The specific individuals.
19	Hans Jain, Alfredo Malanca, myself, and I don't
20	know which Roco that he's referring to.
21	394 Q. So you don't recall from
22	the discussion what Roco he was referring to?
23	A. No.
24	395 Q. Is there more than one
25	Roco?

1	A. It's a common Italian
2	name.
3	396 Q. Is there more than one
4	Roco that you recall discussing with Mr. Malanca
5	in relation to the Spadina Adelaide project?
6	A. Yes. It's multiple. I
7	remember an Italian guy. Alfredo introduced me to
8	hundreds of people in the Italian community.
9	Q. Mr. Furtado, that is not
10	my question. This is a document that you typed up
11	on a phone call with Mr. Malanca about a possible
12	scenario. There are four names in a block on this
13	piece of paper: Hans, Alfredo, Oscar. Is that
14	Hans Jain, Alfredo Malanca and Oscar Furtado? Is
15	that fair?
16	A. Yes.
17	398 Q. So who was the Roco
18	referred to in this proposed scenario, to your
19	knowledge?
20	A. I actually I don't
21	recall. I'm struggling. I'm thinking back.
22	Remember, you are showing me a page that is one of
23	many, many different scenarios that we spent
24	probably 15 to 20 minutes on it and it never went
25	anyplace. So I don't recall the conversation.

1	399 Q. Okay. And this
2	calculation contemplated you mentioned it
3	didn't contemplate any unit holders in Go-To
4	Spadina LP. So I want to scroll just back to the
5	front page of this exhibit. Right to the top,
6	Mr. Baik.
7	This email is dated March 13,
8	2019. Had you already raised funds from equity
9	investors at that time, Mr. Furtado?
10	A. Yes, I did, and the plan
11	would be if you're not going forward with it, that
12	you return the funds. We were exploring different
13	scenarios, as I said.
14	Q. And did you tell the
15	investors that invested up to that point that if
16	the deal didn't go ahead you would return their
17	funds?
18	A. That was always an
19	understanding with every investor.
20	Q. And did you tell them
21	that it would be a possibility that you would
22	personally enter a deal to acquire the properties
23	and if you chose to do so, you would return their
24	funds?
25	A. It would not be realistic

1	to tell them that considering I just said this
2	discussion was literally probably a 15 to
3	20-minute discussion. I can't call the investors
4	and tell them about every 20-minute discussion I
5	have.
6	Q. So were you entertaining
7	this document that Mr. Malanca had with you of
8	potentially doing the deal personally and removing
9	the investors? I just want to understand what
10	A. I listened to all the
11	discussions he had and we went back and forth on
12	many discussions. The majority of them could not
13	be entertained, didn't make sense, didn't work,
14	and we moved on to the deal at hand.
15	Q. All right. We can close
16	that document, Mr. Baik.
17	Was it open to you,
18	Mr. Furtado, to make a deal to acquire the Spadina
19	pardon me, the Adelaide and Charlotte
20	properties with Mr. Malanca and others and to
21	return the investor funds you had already raised?
22	MR. MANN: What do you mean,
23	was it open to him?
24	BY MS. HOULT:
25	Q. Was that permissible in

1	your view?
2	REF MR. MANN: Don't answer the
3	question.
4	MS. HOULT: Let's open 2416,
5	Mr. Baik. And the basis for the last refusal,
6	Mr. Mann, was which?
7	MR. MANN: The last refusal,
8	about whether something was permissible?
9	MS. HOULT: Yes.
LO	MR. MANN: You're calling for
L1	legal conclusions and it is an improper question
L2	for other reasons.
L3	MS. HOULT: What other
L 4	reasons?
L5	MR. MANN: There has to be
L 6	some semblance of relevance or propriety to the
L7	question. I don't see any whatsoever to the
L8	matter that staff is investigating.
L9	MS. HOULT: Well, it is very
20	clearly relevant to the matter staff is
21	investigator, but let's move on to this document.
22	It is an email March 20th,
23	2019, to Alfredo Malanca from Mr. Furtado. The
24	subject is "Numbers run using Louis spreadsheet".
>5	For the sake of the record, we will mark it as

1	Exhibit 20. Mr. Baik will scroll through the
2	document.
3	MR. MANN: I know you don't
4	like me to say it but I am going to say that it is
5	marked strictly for identification purposes so
6	that when the reporter indicates it in the record,
7	she will indicate it as such.
8	EXHIBIT NO. 20: Email
9	from Mr. Furtado to
10	Mr. Malanca, dated March
11	20, 2019 (For
12	identification)
13	MR. MANN: I can't read this,
14	so I don't know how we're going to look it up.
15	MS. HOULT: We will have to
16	zoom in and scroll.
17	MR. MANN: We're going to go
18	on mute right now.
19	MS. HOULT: For the sake of
20	the record, I will just note the time is 3:28. We
21	can go off the record while we scroll through the
22	document.
23	Recess taken at 3:28 p.m.
24	Upon resuming at 3:39 p.m.
25	BY MS. HOULT:

1	Q. All right. We're back on
2	the record. It is 3:39 p.m.
3	We have on the screen what we
4	have marked as Exhibit 20. My question,
5	Mr. Furtado, is: What was the purpose of this
6	closing calculations document?
7	A. Okay. So just to
8	clarify, as I have said, we have gone through many
9	scenarios in structuring a deal. This is one of
L O	the more latest ones. And I remember this one
L1	very clearly as this one, this entire page you
L2	have in front of you, was produced and prepared by
L3	Louis Raffaghello I can't say his name right
L 4	the lawyer from Concorde Law. He sent it to
L5	Alfredo. Alfredo then forwarded it me and said,
L 6	"Please review." I saw a couple of changes
L7	errors in it. I don't recall which errors were in
L8	the especially in the write-up, because I made
L9	the changes and sent it back to him and said here
20	is the here is I cleaned up some points.
21	I'll review it tomorrow or the next day. I
22	remember because it was late at night.
23	So that is the story behind
24	the spreadsheet. If you look at the top of the
25	page, it actually states, "Mu client, Adelaide

- 1 Square Developments Inc."
- 2 MR. MANN: And then it says
- 3 "Adelaide Square" in quotation marks and
- 4 parentheses.
- 5 BY MS. HOULT:
- 6 406 Q. Okay. Sorry, just to --
- 7 so you mean that is Louis of Concorde Law? He is
- 8 stating that because Adelaide Square Developments
- 9 Inc. is his client?
- 10 A. Correct.
- 11 407 Q. Okay. So if we can
- 12 scroll down on this page, Mr. Baik, there is a
- heading that says "To be paid by". You can stop,
- 14 Mr. Baik, there.
- Under the "To be paid by"
- heading, there is a reference to "Additional
- second", "\$2 million", "2 million from Chris".
- 18 What is that a reference to?
- 19 A. I believe that Chris, if
- 20 I recall correctly, is -- I think his last name is
- 21 Slightham, I believe, if I remember correctly.
- 22 Chris is one of Alfredo's guys that was going to
- 23 provide financing to Hans Jain to get -- to invest
- into the project. Hans Jain didn't have the cash
- 25 flow and stuff to do that first 3 million. I

COMPELLED INTERVIEW OF OSCAR FURTADO

1

17

2	understanding that 1 million would come back right
3	after closing.
4	MR. MANN: Sorry, when you say
5	"came this way"
6	THE INTERVIEWEE: It's just
7	accounting it's just the tracking of funds.
8	MR. MANN: It was going to
9	come?
10	THE INTERVIEWEE: It was going
11	to come, that's right. Correction, it was going
12	to come.
13	BY MS. HOULT:
14	Q. Okay. There is a line
15	that says "Purchaser's cash", 9 million, "Oscar 5
16	plus Hans 3 plus Tito 1". Can you explain who

believe 2 million came this way with the

18 to the 2 million from Chris, if at all, given what

those three people are and how the Hans 3 relates

you have just said to me about Chris potentially

loaning money to Mr. Jain?

21 A. Sure. So I can

22 explain -- remember, this is done by --

MR. MANN: First of all, she

24 asked you several questions.

THE INTERVIEWEE: Yes.

1	MR. MANN: Just answer one at
2	a time. Who are the three people who are referred
3	to there?
4	THE INTERVIEWEE: Oscar
5	represents the limited partnership, 5 million that
6	I the investors approximately the investors
7	I had brought in myself that I know. Hans Jain
8	was the principal. He was supposed to inject 3
9	million. Tito is I believe his name is
LO	Fernando Tito. He is also an equity investor and
L1	he was a contact of Hans Jain. That's why he's
L2	listed separately.
L3	Now, again, this spreadsheet
L 4	was not done by me. It was done by Louis
L5	Raffaghello based on his discussions with Alfredo.
L6	BY MS. HOULT:
L7	Q. Okay. And then there is
L8	a reference to a day loan of 16.5 million. Who
L9	was to provide that day loan at that point in
20	time? What was the expectation?
21	A. The reference to the day
22	loan, I believe, was they were making reference to
23	Anthony Marek coming up with 16.5 million, because
24	Anthony Marek is a client of Louis Raffaghello.
25	He would inject the 16.5, which would really be

COMPELLED INTERVIEW OF OSCAR FURTADO

1	brought in as equity.
2	Q. But Mr. Marek ended up
3	putting in 16.8. At this point they had
4	calculated 16.5?
5	MR. MANN: Wait. Sorry, he
6	has already indicated this is a discussion as
7	between Louis and Alfredo. He wasn't a party to
8	that discussion. This is what he believes they
9	discussed and that Louis then reflected.
LO	In fact, Mr. Baik, can we just
L1	go back to the first page, just for a moment?
L2	Right. That is why it is called "Louis deal
L3	calculations", right? So that's the Louis whose
L 4	name whose his last name we all have challenges
L5	pronouncing with respect to him. That is the
L 6	Louis, yes. And the subject line is "Numbers run
L7	using Louis spreadsheet". There you go.
L8	MS. HOULT: I appreciate the
L9	help, Mr. Mann, but I do want to make sure I have
20	the witness evidence.
21	BY MS. HOULT:
22	Q. Sir, do you adopt your
23	counsel's answer there, Mr. Furtado?
24	A. Yes, I do.

Q. All right. So looking at

412

24

25

1	the email that is at top of this Exhibit 20, you
2	wrote to Mr. Malanca:
3	"Note the access cash you
4	have has to go to Anthony
5	for the 2.7 mill fee."
6	The reference to Anthony is
7	Marek, presumably?
8	A. Correct.
9	Q. And then it says:
10	"Which leaves 1.8 mill in
11	the LP to go towards a
12	lift payment."
13	What is the lift payment
14	referred to there?
15	A. Okay. So keeping in mind
16	that these are not the final numbers, right? As
17	we've just said. Based on these numbers, I
18	concluded, at whatever time in the morning I was
19	doing this when he flipped this to me, was that
20	there was that much excess cash left in this
21	calculation when the LP closed the deal. Keeping
22	in mind that the LP still owes Anthony Marek's
23	money has to be returned back to him, that he
24	invests with his fee of 2.7 million. There was
25	going to be about 1.8 estimated at this time,

1	1.8 million in excess cash. That excess cash then
2	would be part of that original profit that is
3	not that is still left over. And I believe
4	that that would have been in relation to that
5	first redirection they did on excess cash being
6	paid out.
7	It's not exactly
8	(indiscernible) because this is not the final day
9	and this is not the final numbers, but I believe
10	that that is the excess cash that they would have
11	distributed. It's part of their lift payment,
12	meaning their profitability that would be left in
13	liquid cash.
14	Q. Whose lift payment?
15	A. Adelaide Square
16	Developments.
17	Q. So this means that they
18	were and appreciate they're not the same
19	calculations that actually took place, but I just
20	want to understand what a lift payment means in
21	this context, and you're saying that that would
22	have been 1.8 million that Adelaide Square
23	Developments could have paid out?
24	A. In liquid cash. That's
25	what they would be left with in liquid cash,

because bearing in mind that a big portion of									
	 because	bearing	ın	mınd	that	а	blg	portion	ΟĪ

- their profit was being used to pay Anthony Marek
- 3 on behalf of the LP for this initial 16.8 and his
- 4 2.7 million in returns.
- 5 416 Q. All right. We can close
- 6 that document, Mr. Baik.
- 7 We have been talking about
- 8 Mr. Malanca. I know he is at Goldmount Financial.
- 9 He has some role with Adelaide Square Developments
- Inc. but you're not clear on what that title is.
- 11 Is he associated with AKM or that is only his
- 12 wife's company?
- A. As far as I'm concerned,
- he was, but I wouldn't be able to answer you.
- 15 That's his wife's company.
- 16 417 O. Does Alfredo Malanca have
- a role at Go-To Developments, any Go-To
- 18 Developments entity?
- 19 A. In the Adelaide Square
- LP, he has assisted in managing the application
- 21 process because -- yes, assisted in managing the
- 22 application process in bringing in the architect,
- bringing in the planner, all the different
- consulting groups.
- I have been alongside with him

This is Exhibit "89" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Mucal

1	Elfrida. Thank you.
2	MS. HOULT: Thanks. We can
3	take that off the screen, Mr. Baik.
4	BY MS. HOULT:
5	Q. Mr. Furtado, you did not
6	negotiate or obtain any compensation for the
7	Elfrida LP for using its property as security for
8	the obligations relating to Spadina Adelaide under
9	the MOU with FAAN Mortgage Administrators?
10	A. Sorry, could you repeat
11	that question? You said a lot of entities.
12	Q. You did not negotiate or
13	obtain any compensation for Elfrida for using its
14	property as security for the obligations relating
15	to Spadina Adelaide?
16	A. No.
17	Q. And you did not negotiate
18	or obtain any compensation for Eagle Valley LP for
19	pledging its properties for the obligations of
20	Spadina Adelaide to Scarecrow Capital?
21	A. No.
22	Q. Okay. Mr. Furtado, in
23	the real estate context, what is a lift?
24	MR. MANN: Sorry, you're
25	asking him what a lift is in what context?

1	MS. HOULT: A real estate
2	context.
3	MR. MANN: I don't understand
4	the question. If you want to put something to him
5	as to what you say a lift is I don't see how
6	this question is a proper or relevant question out
7	of the blue, what Mr. Furtado's understanding is
8	of that term in the real estate context.
9	BY MS. HOULT:
10	Q. Was there a lift in
11	relation to the acquisition of the 355 Adelaide
12	and 46 Charlotte properties, Mr. Furtado?
13	A. I don't understand what
14	you're getting at.
15	Q. You don't know what the
16	term "lift" means in that question?
17	A. "Lift" is not a real
18	estate term, but sometimes it's calculated as the
19	difference of the profitability in the project.
20	It's how much profit a project is making.
21	330 Q. How much profitability
22	what is making?
23	A. A project is making.
24	MR. MANN: Sometimes it can
25	relate to that, and he also said it's not a real

- 1 estate concept in his mind.
- 2 BY MS. HOULT:
- 3 331 Q. Okay. What kind of
- 4 concept is it in your mind?
- 5 REF MR. MANN: We're not -- don't
- 6 answer that.
- 7 BY MS. HOULT:
- 8 332 Q. Was there a lift in
- 9 relation to the acquisition of the 355 Adelaide
- and 46 Charlotte properties, to your knowledge,
- 11 Mr. Furtado?
- MR. MANN: Do you understand
- what is meant by that?
- 14 THE INTERVIEWEE: I don't
- understand in what context you're asking.
- MR. MANN: He doesn't
- 17 understand what you mean by "lift".
- 18 BY MS. HOULT:
- 19 333 Q. So that is not a term
- that you use, Mr. Furtado?
- 21 A. It was a term used in
- 22 conversations with Alfredo Malanca on
- 23 profitability that he was making on -- that
- 24 Adelaide Square Developments was making, but
- 25 not -- so when you -- I don't understand the

COMPELLED INTERVIEW OF OSCAR FURTADO

context of the question.

1

_	osmound of one description
2	Q. And in those discussions
3	with Mr. Malanca, what was he referring to when he
4	referred to "lift"? What does that mean?
5	MR. MANN: Sorry, what did he
6	say he was referring did Mr. Malanca tell you
7	what he was referring to when he used the word
8	"lift"? Did he say that?
9	THE INTERVIEWEE: No.
10	BY MS. HOULT:
11	Q. What was your
12	understanding, Mr. Furtado?
13	MR. MANN: Sorry,
14	understanding of what? What
15	MS. HOULT: Mr. Furtado has
16	said that the term "lift" was used in
17	conversations with Mr. Malanca. I want to know

- 20 MR. MANN: It was used by
- 21 Mr. Malanca, not Mr. Furtado. And that's all that

what your understanding of that term was,

- 22 he said. And you're asking him -- you're asking
- Mr. Furtado to say what Mr. Malanca meant by that
- 24 term?

Mr. Furtado.

18

19

MS. HOULT: I'm asking what

1	Mr. Furtado understood.
2	THE INTERVIEWEE: As I said
3	earlier, I understood that "lift" could imply many
4	things. It could imply the profit differential,
5	how much a project is making, profitability.
6	Sometimes projects are flipped. You see how much
7	profit you can make in that after you buy and
8	sell a project. So the profitability that we are
9	making on Adelaide Square in our LP, right now
LO	we've targeted a profit to the investors.
L1	Eventually the project will be sold.
L2	MS. HOULT: Right.
L3	THE INTERVIEWEE:
L 4	(Simultaneous speaking) could be the profitability
L5	that could be considered. If you want to use the
L6	term loosely, "lift", it could be the
L7	differential, it could be the profit.
L8	BY MS. HOULT:
L9	Q. Okay. So in the context
20	of Adelaide Square Developments, did it earn a
21	lift on the assignment of the properties to Go-To?
22	MR. MANN: Sorry, Ms. Hoult,
23	you're asking, first of all, what Mr. Furtado's
24	understanding or use, perhaps, of the term is. He
25	has told you the way I have heard his evidence,

1	it's not a defined term. It could mean a number
2	of different things, and he has given you some
3	examples of what it can mean.
4	He told you that
5	Mr. Malanca I think he said used or may have
6	used the term. You asked him what he understood,
7	what Mr. Furtado understood by what Mr. Malanca
8	meant. He's given you an answer. Again, it could
9	have meant a number of things, but generally what
LO	it could have meant.
L1	Now you're asking, was there a
L2	lift on a particular transaction? There is no
L3	definition as to what a lift is, necessarily. So
L 4	if you want to put you're clearly it's not
L5	my first rodeo, Ms. Hoult. You're clearly
L6	referring Mr. Furtado to certain evidence that you
L7	have, in my view, from some other person or
L8	persons and putting evidence to Mr. Furtado,
L9	asking him questions along those lines.
20	If you want to put evidence to
21	Mr. Furtado directly, that would be a fair way of
22	this aspect of the examination. But to ask him
23	now, was there a lift experienced or enjoyed in
24	connection with a particular transaction, given
25	all of his evidence to this point, is not a fair

1	question at all.
2	BY MS. HOULT:
3	Q. It's a perfectly fair
4	question. Mr. Furtado, you were negotiating the
5	transaction to acquire 355 Adelaide and 46
6	Charlotte for the Spadina Adelaide LP; right?
7	A. Correct.
8	Q. And you agreed to acquire
9	those properties at a price higher from
10	Adelaide Square Developments at a price higher
11	than that which was owed to the current owners of
12	those properties; correct?
13	MR. MANN: Sorry, we have gone
14	over this
15	MS. HOULT: Mr. Mann
16	MR. MANN: Ms. Hoult, hold on.
17	We have gone over this. You can restate evidence,
18	you could review evidence. This was examined on,
19	again, not just this morning but previously. Why
20	was \$74 million paid or whatever that amount was?
21	And he has indicated to you how that price was
22	arrived at, why it was arrived at. He told you
23	about appraisals from either Cushman or Colliers.
24	There was no negotiation about the price. That's
25	the price that was given.

COMPELLED INTERVIEW OF OSCAR FURTADO

1	So you keep going over the
2	same evidence. I'm not just directing this to
3	you, Counsel, but to staff. This line of
4	questioning has got to end at some point. If you
5	have a question to ask, please ask it, but don't
6	go over evidence again and again and again.
7	MS. HOULT: Mr. Mann, your
8	interjections are inappropriate. The length at
9	which you are going on is inappropriate, and it is
10	perfectly fair for me to ensure that the witness
11	understands the premise of my question. Where I
12	have summarized premises earlier in this
13	examination, you have asked me to break them down,
14	and now you are objecting to me breaking them
15	down.
16	So I don't think anything is
17	going to be gained from debating this at any
18	further length, but I want to make clear that it
19	is my view that you're interfering inappropriately
20	in this examination.
21	MR. MANN: My objection to the
22	premises was when you stated that you have
23	information and you declined to share it with us,
24	which is unfair, and that was the premise that I
25	objected to. If you have a question that you want

1	to put to Mr. Furtado that hasn't been asked
2	before, by all means, Ms. Hoult, ask away. But
3	don't ask the same questions that have been asked
4	countless, countless times. We don't need to
5	review previous evidence.
6	That is what is taking days
7	and days, days and a dozen or around a dozen
8	questions and answers going back years, when staff
9	asks questions that are previously asked to which
10	answers were given. It has got to end at some
11	point. That is all I'm saying. So we don't need
12	a premise, so please just ask the question, and if
13	we need a premise, then we will ask for the
14	premise.
15	MS. HOULT: I will conduct the
16	examination as I see fit, Mr. Mann, and again,
17	your objections are unnecessarily long and, in my
18	view, inappropriate.
19	MR. MANN: As long as it takes
20	to bring it home.
21	BY MS. HOULT:
22	Q. Mr. Furtado, when you
23	were negotiating for the purchase of Adelaide and
24	46 Charlotte for the Go-To Spadina Adelaide LP,
25	was it your expectation or intention to receive

COMPELLED INTERVIEW OF OSCAR FURTADO

1	personally a benefit from the mark-up on the price
2	between what was being paid to the then owners of
3	those properties through Adelaide Square
4	Developments and to the Go-To LP?
5	MR. MANN: I couldn't follow
6	that question. I'm sorry, Ms. Hoult, could you
7	restate it? I will make a note of it.
8	MS. HOULT: I guess this is
9	why premises are important.
10	MR. MANN: No, this is not a
11	premise. Your question was quite and you can
12	roll your eyes all you want, Counsel. If I don't
13	follow your question it's not a premise. I
14	couldn't it was very long some might say
15	convoluted, but long question. And that is why
16	I'm asking you just to repeat it, please.
17	BY MS. HOULT:
18	Q. Mr. Furtado, the price
19	paid to acquire 355 Adelaide from the then owner
20	was 36.8 million; correct?
21	A. Correct.
22	Q. And the price paid to
23	obtain 46 Charlotte was 16.5 million on closing
24	plus density bonus; correct?

A. Correct.

25

1	Q. And the price that Go-To
2	paid to acquire those properties, the total price
3	which incorporates the assignment fee to Adelaide
4	Square Developments, was 74.25 million plus
5	density bonus; correct?
6	A. Correct.
7	Q. So my question for you
8	is: Did you negotiate, did you expect, did you
9	intend, to receive part of the benefit of the
LO	assignment fee agreement for the price
L1	differential between what was paid to the owners
L2	versus what Go-To of the properties versus what
L3	Go-To Development paid to acquire them when you
L 4	were negotiating that transaction?
L5	A. No.
L 6	Q. You had no expectation,
L7	intention or plan of receiving any of the benefit
L8	of the and I will use the term "mark-up"
L9	between the price paid to the owners of the
20	properties that benefitted Adelaide Square
21	Developments?
22	MR. MANN: How is that
23	different than the last question you asked where
24	he answered unequivocally "no"? It's exactly the
25	same question Same answer If it's a different

This is Exhibit "90" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

1	because	bearing	ın	mınd	that	а	blg	portion	ΟÍ

- their profit was being used to pay Anthony Marek
- 3 on behalf of the LP for this initial 16.8 and his
- 4 2.7 million in returns.
- 5 416 Q. All right. We can close
- 6 that document, Mr. Baik.
- 7 We have been talking about
- 8 Mr. Malanca. I know he is at Goldmount Financial.
- 9 He has some role with Adelaide Square Developments
- Inc. but you're not clear on what that title is.
- 11 Is he associated with AKM or that is only his
- 12 wife's company?
- A. As far as I'm concerned,
- he was, but I wouldn't be able to answer you.
- 15 That's his wife's company.
- 16 417 O. Does Alfredo Malanca have
- a role at Go-To Developments, any Go-To
- 18 Developments entity?
- 19 A. In the Adelaide Square
- LP, he has assisted in managing the application
- 21 process because -- yes, assisted in managing the
- 22 application process in bringing in the architect,
- bringing in the planner, all the different
- consulting groups.
- I have been alongside with him

- in every one of those meetings to walk through the
- 2 process and make sure that a submission went into
- 3 the city. Any -- so that's basically his role
- 4 going forward, is helping us to advance the
- 5 project.
- 6 418 Q. Sorry, can you come a bit
- 7 more into frame again, Mr. Furtado?
- 8 All right. Does Mr. Malanca
- 9 have a title at Go-To?
- 10 A. Yes, he has an email
- 11 account and --
- MR. MANN: A title?
- 13 THE INTERVIEWEE: Not a title
- 14 at Go-To.
- 15 BY MS. HOULT:
- 16 419 Q. Okay. He has an email
- 17 account at Go-To?
- 18 A. Yes.
- 19 420 Q. And under what name?
- 20 A. He asked us to -- Alfredo
- 21 -- I don't know how to spell it.
- 22 Alfredopalmeri@gotodevelopments.com. I don't know
- 23 how to spell "Palmeri".
- 24 BY MS. HOULT:
- Q. Okay. Why does he have

1	an email address at Go-To under that name instead
2	of under Alfredo Malanca, to your knowledge?
3	A. He asked us when he
4	wanted to open he was having problems with
5	emails, so to show that we could give him proper
6	support, I said, "You can open an email account
7	with us," and he said, "Please use Alfredo
8	Palmeri. A lot of people know him as Alfredo
9	Palmeri which is, I believe, his maiden name for
10	his mother's side.
11	Q. So Alfredo Palmeri and
12	Alfredo Malanca are the same person?
13	A. Right.
14	Q. Do you know why he uses
15	his mother's maiden name
16	MR. MANN: He just indicated.
17	He just gave an answer to that.
18	THE INTERVIEWEE: Yes.
19	MS. HOULT: No, he indicated
20	that that was the name he asked to be used and
21	that some people know him by that name, and I'm
22	asking, do you know why that is?
23	MR. MANN: You asked
24	Mr. Furtado why, to your knowledge, did he ask for
25	that, and Mr. Furtado told you that he asked that

- an email address be set up in that name because
- 2 people know him by that name.
- 3 BY MS. HOULT:
- 4 424 Q. Yes, and now I'm asking,
- 5 do you know why some people know him by that name?
- 6 MR. MANN: You didn't ask that
- 7 question.
- MS. HOULT: Well, I'm asking
- 9 it now, Mr. Mann.
- MR. MANN: Okay. Do you know
- 11 why some people know him by that name,
- 12 Mr. Furtado? Yes or no?
- 13 THE INTERVIEWEE: No.
- BY MS. HOULT:
- 15 425 Q. When he asked you to put
- 16 the email address in that name, did you ask him
- 17 why it was a different name? The only reason was
- the one you have given me today?
- MR. MANN: Sorry, I don't
- 20 understand the question. You asked a couple of
- 21 questions there.
- BY MS. HOULT:
- 23 426 Q. Yeah. You know Alfredo
- 24 Malanca. You said you would set up an email
- address for him and he asked for it to be in

1	Palmeri. You have told me the explanation that
2	some people know him by that name. Did you ask
3	any further questions about why it would be in
4	that name?
5	A. I didn't ask him why he
6	wanted to use that name, no.
7	Q. So with some of the
8	answers that you provided to us since our last
9	exam, you provided a copy of a Cushman & Wakefield
10	appraisal for the Charlotte Adelaide properties
11	effective June 30th, 2020. The version we got was
12	a draft. It's not signed.
13	So my question is: Is there a
14	final signed version, and can you provide us a
15	copy with a final version if it exists?
16	A. It doesn't exist.
17	Q. Okay. Is there a reason
18	it wasn't finalized?
19	A. It's standard in the
20	industry not to ask for a final version unless a
21	lender or someone has asked for the final version
22	so that you don't have to repay for the appraisal
23	and get it done all over again when the lender
24	asks for it. There was no request for a final
25	version so we didn't have one in place.

This is Exhibit "91" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

COMPELLED INTERVIEW OF ANTHONY MAREK

- 1 period, what's happening with the job, and, you
- 2 know, I would be interested if you would give me
- 3 fulfilment of some of the parameters that I'm
- 4 looking for.
- 5 113 Q. Right. Was Malanca able
- 6 to answer any of those questions?
- 7 A. No.
- 8 114 Q. Okay. And do you know --
- 9 sorry. Did I cut you off?
- 10 A. Well, I don't think he
- definitely knew exactly the amount of money they
- 12 were looking for either. I think that it was --
- the way I understood and the take-off that I got
- from there is there are several things happening
- at the same time and they can't quantify the exact
- 16 number that they're looking for.
- 17 115 Q. I see. Do you know what
- 18 Mr. Malanca's role was in the project?
- 19 A. I just know that he was
- associated with the job. I didn't go into
- 21 specifics on ownership or role or anything else.
- 22 116 Q. Okay. We'll get back to
- Mr. Malanca a little bit later. Well, maybe I
- 24 will ask now. Did you ever come to learn what
- Mr. Malanca's role in the project was?

COMPELLED INTERVIEW OF ANTHONY MAREK

1	A. At that meeting, no.
2	MR. NASTER: Ever?
3	THE INTERVIEWEE: Ever?
4	Sorry. After the fact, I found out that he was
5	titled under Go-To Developments and he was also
6	associated with Goldmount Financial, I think the
7	name is.
8	117 Q. Okay. So when you say
9	after the fact, do you mean after you invested or
10	what is the time period of after the fact?
11	A. My best recollection, I
12	think it was months later.
13	118 Q. Sorry, months later than
14	what?
15	A. Just for clarification,
16	we're talking about the beginning introduction and
17	the dealings with the original monies that they're
18	looking for. If you're asking me for a timeline,
19	which I think you're trying to, for clarification
20	purposes, I didn't know the full extent of his
21	role within the project at those original meetings
22	of March 2019.
23	119 Q. Okay. So you would say
24	that you learned more about his participation
25	several months after the initial meeting; is that

COMPELLED INTERVIEW OF ANTHONY MAREK

1	fair?
2	A. That is correct.
3	120 Q. You said something about
4	GTDH title. What does that mean?
5	A. I'm sorry, what was that?
6	GTDH?
7	MR. NASTER: Go-To.
8	THE INTERVIEWEE: Go-To.
9	BY MS. COLLINS:
10	121 Q. Sorry, Go-To Developments
11	Holdings titled. What does that mean?
12	A. I learned that that was a
13	land development firm in Oakville whose face was
14	Oscar Furtado.
15	122 Q. But did you understand
16	you said that in relation to Mr. Malanca. Did
17	Malanca have a role at Go-To Developments
18	Holdings?
19	A. At that point in time,
20	when I first met him on that first meeting, I
21	didn't know what his role was with respect to
22	Go-To Developments.
23	123 Q. But did you come to learn
24	what his role was?
25	A. I came to learn several
	Page 46

COMPELLED INTERVIEW OF ANTHONY MAREK

1	months later. Specifically, if I could just ask
2	for clarification, are you asking me during that
3	time period or did I learn further down the road
4	what his role was?
5	Q. Well, really, at any
6	point in time. I guess what I'm asking you is:
7	Does Malanca work for Go-To Developments Holdings?
8	Did you come to learn that?
9	A. I came to learn further
10	down the road that he has a title, and I couldn't
11	specifically define if he worked for them or not.
12	Q. And what was that title?
13	A. I would have to check,
14	but off the top of my head, I think it was called
15	business development manager of some sort.
16	Q. Okay. Did he have that
17	job title under the name Alfredo Malanca or was it
18	under a different name?
19	A. That is a very good
20	question because I received emails under Alfredo
21	Malanca and Alfredo Palmeri.
22	127 Q. Did you ever ask about
23	the difference in those two names?
24	A. Interesting question. I

Page 47

learned about that several months later.

25

COMPELLED INTERVIEW OF ANTHONY MAREK

1	128 Q. Sorry, what did you learn
2	about several months later?
3	A. I was at home on a Friday
4	night and I was questioning myself, which Alfredo
5	am I speaking with here? Not knowing if Malanca
6	is Malanca or Palmeri is Palmeri. I didn't know
7	I have never checked a person's ID. I have
8	never checked anything.
9	So I typed in the name "Go-To
10	Developments" and wanted to see the history, and I
11	would see a caricature of all the people that
12	Go-To was involved in from a company perspective.
13	Then I did the same thing for "Goldmount". And
14	then I typed in "Alfredo Palmeri". Not much came
15	up. And then I typed in "Alfredo Malanca".
16	And I recall on a Friday
17	night, the first thing that popped up was some
18	sort of LinkedIn description of him for Goldmount
19	Financial. Either the second or third thing, one
20	was an Alfredo Malanca, beekeeper. Another one
21	was a video shot on YouTube for some sort of boat
22	cruise on the Toronto Harbour. And the fourth or
23	fifth one was some sort of definition of a lawsuit
24	for the largest cocaine dealer in Canada whose
25	person name was Alfredo Italo Malanca.

COMPELLED INTERVIEW OF ANTHONY MAREK

1	I read that and I had sort of
2	a bit of an ill feeling and I decided to go on the
3	next page of Google search and I'm wondering how
4	many Alfredo Malancas there are, because they were
5	referring to a person with the middle name Italo.
6	That next morning I woke up
7	this is months later in the dealings with them
8	that I have after I asked Mr. Furtado for
9	further clarification on is the person that I met
10	this person that I read about on the Google
11	searches? And he further requested me to meet him
12	at his office to go over what I wanted to find
13	out, if this is the person we're dealing with or
14	not.
15	Mr. Furtado said, "Yes, that
16	is the person." And I said, "How interesting.
17	I'm not sure what I got myself into here." I
18	asked Mr. Furtado in confidence not to speak to
19	Mr. Malanca about my knowledge of him knowing it
20	because I really didn't want to get involved with
21	people with a storied past, if you will,
22	especially after they qualified him as the largest
23	dealer in Canada and various other descriptions
24	which I wasn't too happy to read about.
25	Mr. Furtado then said that he

COMPELLED INTERVIEW OF ANTHONY MAREK

1	had the same issues with his wife and that			
2	Mr. Malanca had, if you will, turned the corner,			
3	corrected his life, got married, has a child and			
4	is now a businessman who runs with his wife a			
5	financial company and he's on the up and up, and I			
6	gave him the benefit of the doubt to see where it			
7	goes from there.			
8	We had a subsequent meeting			
9	and Mr. Malanca and myself and Mr. Furtado sat in			
10	at Mr. Furtado's office and he came in and he			
11	smiles at me and he says, "Yep, I'm the one. I			
12	was the one that did time", and we spoke about his			
13	issues that he had and how he went through the			
14	motions of spending time in jail and he's now gone			
15	through that portion and passed that story in his			
16	life and he is now what he qualifies himself as a			
17	bona fide businessman running a company with his			
18	wife and doing his business as business goes on.			
19	129 Q. Okay. One of the things			
20	you said when you were talking to Mr. Furtado			
21	about Malanca was that he had the same issues with			
22	his wife. Does that mean was Furtado saying			
23	that his wife was a convicted drug dealer or			
24	A. No, he was having issues,			
25	if I could qualify that, that his wife really			

COMPELLED INTERVIEW OF ANTHONY MAREK

- didn't want him to have dealings with a person
- 2 with a storied past either.
- 3 130 Q. So why was Furtado
- 4 willing to do business with Malanca? Did he ever
- 5 talk to you about that?
- 6 A. Mr. Furtado said that
- 7 Mr. Malanca was bringing him business
- 8 opportunities in the form of development
- 9 opportunities which he evaluated and then
- 10 proceeded forward with on those projects.
- 11 131 Q. Okay. And (audio
- 12 distortion) --
- MR. NASTER: Sorry, you're
- 14 breaking -- we cannot hear you.
- THE REPORTER: Sorry, Ms.
- 16 Collins, you were cutting out. I didn't get that.
- MS. COLLINS: Sorry.
- MR. NASTER: You were breaking
- 19 up, so you have to start again.
- 20 BY MS. COLLINS:
- 21 132 Q. So I heard your
- 22 explanation for why Furtado said he dealt with
- 23 Malanca, but that doesn't really seem like a great
- 24 explanation. Did you ever question him further on
- 25 that?

COMPELLED INTERVIEW OF ANTHONY MAREK

1	A. Question Furtado or
2	question Alfredo on it?
3	Q. Sorry, question Malanca.
4	No, sorry, question Furtado. Sorry. I will get
5	this right.
6	A. Okay.
7	Q. When Furtado gave that
8	explanation to you, did you question him further
9	about why he was dealing with Malanca?
10	A. During that Saturday when
11	I met with him at his office, he gave me an
12	explanation that time had passed, time had
13	elapsed. He has turned into a family man and, in
14	turn, now he has straightened the boat, if you
15	will, on the right path. And he brings
16	Mr. Furtado land deals which he analyzes, and what
17	they do with that, I didn't question any further.
18	Q. Okay. Did Mr. Furtado or
19	Malanca ever confirm with you that Malanca and
20	Palmeri are the same person?
21	A. Yes.
22	Q. Did you ask why Malanca
23	sometimes goes by Palmeri?
24	A. Yes.
25	Q. And what was his

COMPELLED INTERVIEW OF ANTHONY MAREK

1	response?
2	A. He said because of his
3	storied past, he could not get financing, if you
4	will. I think he described it as that because
5	would do a check on him and most likely the case
6	is that he would not fall within the requirements
7	of what a borrower what a lender would be
8	looking at from a borrower.
9	138 Q. Okay. During the period
10	that you found out this information about Malanca,
11	had you already made your initial investment?
12	A. Can I just ask for a
13	clarification? When you talk about initial
14	investment, this was during my second go-around
15	and Go-To Developments.
16	Q. Okay. So that is what
17	I'm trying to understand. When you found out
18	about Malanca, what was your relationship with
19	Go-To Spadina Adelaide or Go-To Developments
20	Holdings at that time? Were you an investment
21	A. I was
22	Q at that time?
23	A. I was I came back into
24	the deal when they called me and I was a limited
25	partner with class A and class B shares.

COMPELLED INTERVIEW OF ANTHONY MAREK

1	141	Q.	Yes. And that was the 6
2	million times two;	righ	t?
3		Α.	That was \$12 million that
4	I invested in. The	at's	correct.
5	142	Q.	Had you already
6		Α.	If you will, and if I
7	could qualify, tha	t was	my second time involved
8	with Go-To, just to	o cla	rify the timeline.
9	143	Q.	Right. And were you
10	did you own those	12 mi	llion shares at the time
11	you found out about	t Mal	anca's past?
12		Α.	Yes.
13	144	Q.	Okay. I think you
14	actually invested a	a mil	lion or so more maybe about
15	a year ago in June	2020	(audio distortion)
16		MS.	HOULT: Yes
17		THE	INTERVIEWEE: I'm not sure
18			
19		MS.	COLLINS: Can you hear me
20	now?		
21		MR.	NASTER: Now we can. Try
22	again.		
23		BY M	S. COLLINS:
24	145	Q.	So I think after the 12
25	million, you also	inves	ted an additional at

COMPELLED INTERVIEW OF ANTHONY MAREK

1	least 1 million in about June of 2020. At the		
2	time you invested the first additional million,		
3	did you know about Malanca's criminal history?		
4	A. When I put in that		
5	additional million, yes, I knew about his past.		
6	Q. Probably sometime between		
7	September 2019 and about June 2020 is when you		
8	found out about Malanca's past. Is that fair?		
9	A. That's correct.		
10	Q. Okay. Now, before, we		
11	were actually doing the questions out of order,		
12	which is absolutely fine. But I just want to see		
13	if Ms. Hoult has any additional questions about		
14	Malanca before I move on to a different topic.		
15	MS. HOULT: Thank you,		
16	Ms. Collins.		
17	BY MS. HOULT:		
18	148 Q. You may not be able to		
19	answer these questions, Mr. Marek, but I thought I		
20	would ask in case it brings clarity about dates.		
21	Do you know the date or the		
22	approximate date of when you first met had		
23	lunch with Mr. Raffaghello and met Mr. Malanca?		
24	A. I could find out because		
25	I think I paid for the bill at the Vietnamese		

Page 55

This is Exhibit "92" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Mucal

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Ontario Judgments

Ontario Superior Court of Justice
Hamilton, Ontario
G.I. Thomson J.
January 19, 2006.

[2006] O.J. No. 1974

Between Her Majesty the Queen, and Alfredo Malanca

(301 paras.)

Case Summary

Sentencing — Non-Criminal Code offences — Importing or exporting substances — The accused was sentenced to two terms of life imprisonment on counts of conspiracy to import cocaine and importation of cocaine, to be served concurrently.

Sentencing — Sentencing considerations — Aggravating factors — No criminal record — Remorse — Seriousness of offence — The accused was sentenced to two terms of life imprisonment on counts of conspiracy to import cocaine and importation of cocaine, to be served concurrently — Although such a sentence was rare in importation cases, it was warranted here because the accused was at the top of the pyramid of the drug business, was a sophisticated operator, the amount seized was extremely large, and the accused showed zero remorse.

The accused was sentenced to life imprisonment for each offence after being convicted of conspiracy to import cocaine and importation of cocaine, with the sentences to be served concurrently -- The police had seized one-third of a ton of cocaine on the aeroplane, with a street value of many millions of dollars -- The Crown argued that only a life sentence would contribute to the respect for the law and the maintenance of a just, peaceful and safe society -- The defence argued that the accused was a first offender, and that a life sentence was not typically meted out for such an offence -- HELD: The accused was sentenced to life imprisonment on each count, to be served concurrently -- Although such a sentence was rare in cocaine importation cases, the court found it was warranted in this case -- The accused was the boss, at the top of the pyramid of this drug business he was engaged in concerning cocaine, and demonstrated absolutely zero remorse for his actions -- He was a sophisticated operator who learned how to be secretive in his ways and never wavered in his on-going conspiracy -- Defence counsel had not discharged its onus to establish that an ambiguity existed that would, in effect, direct the court to sentence the accused to a lesser term because of his lesser degree of participation -- The court found the accused to be a despicable, cowardly, unremorseful

purveyor of misery, death and destruction.

Statutes, Regulations and Rules Cited:

Criminal Code, s. 718(2), s. 718.1, s. 725(1)

Counsel

- T. Andreopoulos Counsel on behalf of the Crown
- I. Jaffe Counsel on behalf of the Crown
- R. Silverstein Counsel on behalf of A. Malanca

REASONS FOR SENTENCE

G.I. THOMSON J.

- **1** The accused was convicted by a jury of one count of conspiracy to import cocaine and one count of importing cocaine on November 7th, 2001.
- 2 His trial unfolded over the course of approximately five weeks. Little oral evidence was called and it did not assist as to the contents of the agreement which was the subject of the conspiracy charge, nor enlighten the jury with respect to the intent and knowledge of the parties to the importation. The oral evidence consisted for the most part of observations by persons in authority as to the comings and goings of some of the parties, as well as some of the deemed co-conspirators, both before and after the actual importation on November 7th, 2001.
- 3 In addition, there was expert evidence introduced by Sergeant Woodman who was employed by the RCMP police and had experienced many years of hands-on undercover drug culture observations which included the controlled substances cocaine, marijuana and Ecstasy. He was familiar with the genesis of the drugs, the way that they were cultivated or manufactured, how they were financed, transported and distributed through the hierarchy of drug dealers.
- 4 The main evidence against each of the co-accused, Malanca and Blewitt, was contained in 170 surreptitiously intercepted telephone communications that had been taped over a period of a number of months. In addition, transcripts of those conversations were introduced and were available to the jury to consider at the time the tapes were played in court and afterwards while they were in the jury room deliberating and to be used as an *aide memoire* to the actual audiotapes which were also available to them. In addition, videotapes, pictures of the drugs seized and a sampling of the cocaine and hashish were introduced during the trial and available to the jury during their deliberations. At no time did the jury have any hands-on scenario where

the actual cocaine was in their possession. It was represented by a hockey bag which was kept in the possession of RCMP police.

- **5** The jury spent almost five days during the trial listening to audiotapes while being able to consider a transcript of the tapes, which were admitted by the defence to contain the words of the persons identified in the transcripts as speaking, as well as the time and place of the calls. They also had the assistance of videotapes and the oral evidence.
- **6** There was no evidence introduced by the defence in terms of an explanation as to the degree of participation and knowledge of Malanca, *vis a vis* the two charges upon which he was convicted. I am mindful that there is no onus on Malanca to offer any evidence by way of explanation, either during the trial or during the sentencing, as the onus always rests squarely on the Crown during the trial to establish the essential ingredients of the alleged counts beyond reasonable doubt.
- 7 At the end of the trial, the jury was sequestered and spent almost four days considering the evidence that it had seen, read and heard. They did not come to a speedy decision and were focused upon the issues they had to decide. By way of example as to their industriousness and their conscientiousness, when informed by the court that the court and counsel would be leaving the courthouse at the end of the day, the jury indicated that it would continue to sit and deliberate later in the evening after dinner and were satisfied with the knowledge that the court would not be available to answer any of their questions or take a verdict until the next day.
- 8 The jury were charged at the end of the case and re-charged on a number of matters over the days that they were deliberating. They carried out their deliberations without the assistance of any smoking gun oral evidence from a co-conspirator as to the agreement or any of the words or deeds advancing the agreement, the participation of Malanca and Blewitt in the agreement, the place in the hierarchy of either of them, or the meaning of any of the words spoken. This list that I just alluded to is not meant to be exhaustive.
- **9** The jury clearly accepted the evidence of Sergeant Woodman as to how drug importers carried on conversations in a secretive way using their own particular code. He explained the meaning of the words, why the conversations were secretive and many other aspects of the planning and carrying out of a conspiracy to import and the actual importation of cocaine.
- **10** Eventually, the jury came to a verdict with respect to both accused. It convicted Malanca of conspiracy to import cocaine and the actual importation of cocaine November 7th, 2001, but found him not guilty of importing hashish. It found Matthew Blewitt not guilty on all three charges against him.
- **11** As of November the 7th, 2001, I was advised that the seizure that day at the Lake Simcoe Regional Airport represented the largest ever in Ontario and Canada at that time in that year.
- **12** Now, the provisions of the *Criminal Code* respecting the sentencing of convicted persons are contained in the codification found at s. 718 through s. 718(2) of the *Criminal Code*. Those principles apply to this particular situation.

13 Section 718 states as follows:

The fundamental purpose of sentencing is to contribute, along with crime prevention initiatives, to respect for the law and the maintenance of a just, peaceful and safe society by imposing just sanctions that have one or more of the following objectives; a) to denounce unlawful conduct, b) to deter the offender and other persons from committing offences, c) to separate offenders from society where necessary, d) to assist in rehabilitating offenders, e) to provide reparations for harm done to victims or to the community, and f) to promote a sense of responsibility in offenders and acknowledgement of the harm done to victims and to the community.

14 Section 718.1 indicates:

That a sentence must be proportionate to the gravity of the offence and the degree of responsibility of the offender.

15 Section 718(2) states:

A court that imposes a sentence shall take into account the following principles; a) a sentence should be increased or reduced to account for any relevant aggravating or mitigating circumstances relating to the offence or the offender; b) a sentence should be similar to sentences imposed on similar offenders for similar offences committed in similar circumstances; c) an offender should not be deprived of liberty if less restrictive sanctions may be appropriate in the circumstances; and e) all available sanctions other than imprisonment that are reasonable in the circumstances should be considered for all offenders, with particular attention to the circumstances of aboriginal offenders.

16 Section 725(1) indicates:

That in determining a sentence, a court c) may consider any facts forming part of the circumstances of the offence that could constitute the basis for a separate charge.

- **17** Regarding Sergeant Woodman's evidence, I accept his evidence completely. He was not shaken or contradicted in any way in cross-examination.
- **18** His experience concerning the drug sub-culture was achieved by him acting as an undercover agent on the streets and was extensive.
- **19** He had knowledge of the hierarchy of this sub-culture and was able to describe the pyramid, from the top organizers down to the street level dealers.
- 20 He was aware of how cocaine was produced, exported from South America, imported into

Canada, cut and stepped on for distribution by the different levels of handlers that the cocaine passed through before it reached the street and then to the ultimate users.

- 21 He described how the presence of how cocaine had spread from the major urban centres to the smaller rural centres in recent years. He described the vast amounts of money required to purchase the drugs in this case and the vast amounts of money that would have been made by those at the top at the end of the day.
- 22 I am now going to discuss what Mr. Sack, counsel for Malanca at trial, said about Malanca in the trial. These comments were part of the information package that the jury had to consider in terms of the knowledge gained by Malanca and the knowledge they had about Malanca and his participation in either of these and each of these two charges. This information that was part of the whole package that would enable the jury to reflect, consider and weigh the comments which were made in order to show them a road map that they could follow, according to Mr. Sack, in determining whether the Crown had met its onus and proven the accused, Malanca, guilty on each count beyond a reasonable doubt.
- 23 The following is a quote from the transcript of the address.

"I think you will find without a doubt that all the calls, number one to 86, do are to tell you that Gravelle, Malanca, Blewitt and some others may have been involved in some tawdry business, probably not legitimate business, perhaps connected with drugs, what type, it's unable to determine, involving pilots or a pilot, perhaps, involving Mr. Niemi. And from that, can you make an assumption that, yes, it was the importation of something; drugs, cash, improper items, you probably can. Beyond that, there's no specificity.

Read the wiretaps carefully and you pay attention to detail. You are going to find out that he was involved in financing. He was involved in loan arranging and loan agreements. He had a business.

Neither Malanca nor Mr. Blewitt, but especially Mr. Malanca, had nothing to do with the flight that came in on November the 7th. That there were two planes. Read the wires. Listen to the details. Pay attention to the details. There's a jet plane; that's the one that came in on November the 7th. This side; Roberts, the plane, Executive Edge, Mr. Niemi, cocaine, hashish. Nothing to do with Malanca. A Cessna 350, Pat Number One on that side. Niemi. We'll go over it again. Niemi, Roberts, the jet, cocaine, hashish, Executive Edge. On this side, running at roughly the same period of time, Pat Number Two, Mr. Lillico. Notice the Crown didn't even mention Mr. Lillico's name. Pat Number Two, Mr. Lillico, a Cessna 350, Mr. Malanca, Mr. Blewitt, hash oil. Not cocaine. And not as the Crown suggested might be our theory, hashish. Malanca is on the other side. He's trying to arrange for the importation of some hash oil in pails, a substance, which unfortunately, he's quite familiar with. Because in his call with Mr. Fretz when Mr. Fretz has found some pails worth two or three hundred thousand dollars. Mr. Malanca knows the prices, he knows the quantities, he knows how to divide them. He has a customer for them. And probably, probably, though he's not charged with the importation of this hash oil, that's what he and Gravelle and Mr. Blewitt were doing previously."

- **24** Some time was spent by Mr. Silverstein suggesting the meaning of the acquittal of Mr. Blewitt and how it played into the sentencing procedure that we are now undergoing.
- 25 The jury acquitted Matthew Blewitt on all charges in the indictment. The jury were charged with considering the evidence as a whole in order to determine whether the accused had been proven guilty beyond a reasonable doubt. I take from the acquittal that the jury was satisfied that the Crown had not met its onus, and so Matthew Blewitt was not found to be part of a conspiracy to import cocaine or the importation of cocaine beyond a reasonable doubt. There is no way for me to determine why it came to the decision that it did.
- 26 The timeframe in the alleged conspiracy ran from a time before Matthew Blewitt surfaced in the wiretaps to a period of time when he left the wiretaps on November 2nd, 2001, and continued through a time well after the seizure of cocaine on November 7th, 2001.
- **27** The jury was aware from the representations made by Mr. Schreck on behalf of Matthew Blewitt as follows:

"I'm not going to stand here and suggest to you that these people are not up to something illegal. That would insult your intelligence and I'm not going to do that. Clearly, they're up to something illegal, and most likely, these people, including my client, Mr. Blewitt, are involved in the drug trade. I don't think there's any question about that, but they're not charged simply with being involved in the drug trade. The charges are a lot more specific than that.

I'll tell you what the evidence does prove; it proves that Matthew Blewitt was part of an agreement with other people that involved some form of hashish. Whether it's hashish or hashish oil, I don't know. But it's clearly, in my submission, some form of hashish, not cocaine. That much is clear. And it proves that although Matthew Blewitt was very clearly involved in dealings with Patrick, that's Lyle Niemi, Patrick, he was not involved in the flight that came in on November the 7th, 2001. That is a dinner he did not attend."

- 28 It was the position of the defence that because Blewitt was acquitted it meant that any discussions between Malanca and Blewitt must mean that they were not about cocaine. As Crown counsel suggested, the defence theory was because they were in the same boat and that boat for Blewitt did not know the direction of cocaine, it could not have been for Malanca either.
- **29** It did not ascribe to that theory, by the way. The evidence against Blewitt and Malanca was different.
- **30** Mr. Schreck led an alternative defence. He took the position that there was no evidence directly admissible against Blewitt that concerned cocaine, but there was against Malanca. He urged that the jury find an alternative conspiracy involving Blewitt and Weiser, a person not named in the indictment. Mr. Schreck was able to point out that there were different things going on involving different people. He pointed out that Blewitt did say at the end of the day, "I don't

know, it is not about us." Blewitt did not participate in any calls after November 2nd, 2001, and fades out of the picture.

- 31 Just because there were other conspiracies or conspiracies within conspiracies doesn't mean that Malanca wasn't also conspiring to import cocaine. The jury's findings simply meant the Crown had not proved beyond a reasonable doubt that Blewitt was involved in the conspiracy to import cocaine or that he was a party to the importation. That also does not mean that there were not discussions between he and Malanca that concerned cocaine and might have been interpreted by the jury to mean exactly that." Again, I do not know.
- **32** That was the theory of Matthew Blewitt and it obviously raised a doubt in the minds of the jury because they acquitted him on all three counts in the indictment.
- 33 The cases tell us that the paramount considerations in sentencing are deterrence and denunciation. The two over-riding considerations are the gravity of the offence and the degree of responsibility of the offender in making sure that the sentence he receives is proportionate to these two considerations. Deterrence must always reflect the moral culpability of the offender, as well as the seriousness of the offence.
- **34** The Crown took the position that only a life sentence will contribute to respect for the law and maintenance of a just, peaceful and safe society.
- 35 Counsel indicated that the message to the community needs to be that this type of conduct, concerning this type of controlled substance in this amount, by a person in this position in the hierarchy, with this much lucre to gain, without concern for the death and destruction that might occur if this quantity of cocaine was distributed on the street, and so that person should attract a prison sentence at the highest end of the range.
- **36** Counsel indicated that a life sentence would contribute to the respect for the law and the maintenance of a just, peaceful and safe society. He suggested that that is the message that the community should achieve from what happens here today.
- 37 With respect to the length of the conspiracy, another matter raised by the defence.
- 38 The interaction between Malanca, Zaduk and Niemi commenced in March of 1999. There were pictures of the three of them together and were phone calls between Malanca and Zaduk concerning Pat, who was Niemi. There were discussions of planes being flown by Niemi. There were discussions after November the 7th with Roberts about Pat Two and perhaps even Pat Three. And the call number 168, there was the discussion about the importance of finishing Tom.' And this discussion, it was reported to me, was indicative of a situation where Mr. Malanca was attempting to explain their need for fuel money for the plane to fly and pick up cocaine. Which is, obviously, not indigenous to Canada.
- 39 Regarding the additional calls that were introduced by Crown counsel.
- 40 He submitted that the additional phone calls go to the question of who Malanca was, as well

as offering an explanation as to the circumstances surrounding the commission of both offences; the conspiracy to import and the importation.

- **41** According to Sergeant Woodman, Malanca was at the top of the pyramid of the distribution ladder concerning the controlled substance Ecstasy. Again, it showed the incorrigibility, dedicated and undaunted spirit of a man in the drug business at the very top of the enterprise. The enterprise was designed to raise funds to finance the cocaine importation business. The Ecstasy aspect dealt with large numbers of pills that when sold by distributors of Malanca in his subset raised a considerable amount of money. He had a number of distributors and a high I am sorry, and at one level at one point, rather, suggested to Ho that they "make the Omega," a desired form of Ecstasy. He then goes on to say that, "As long as nobody has it, we can sell it."
- **42** Counsel submitted that this post-November 7th, 2001, conduct indicated that Malanca is not a little player, but rather is at the top of the pyramid and explains how he got there.
- **43** It is important to recognize that this evidence has a very limited applicability in the sentencing regime being undertaken today. I am mindful of that limitation and have not factored the telephone calls into the sentencing process in a way that over-reaches the use to which they may be put according to the law. The only relevance about him being an Ecstasy dealer in these additional calls is to show how he became a cocaine dealer and what level in the hierarchy of cocaine importing he occupied.
- **44** I am required to take into account any mitigating factors that might be applicable to Mr. Malanca. They are the following:
- 45 You are young.
- 46 You are a first offender.
- **47** You appear to have two legitimate businesses; one concerning mortgages and financing, and the other a new restaurant business in Bolton.
- **48** You have a girlfriend and your family appears to be attending this trial and sentencing which indicates that there is some level of support for you, although none of your family testified.
- **49** The two character witnesses that testified on your behalf said that in your business dealings with them, you were personable and professional and were able to deal with details.
- **50** David Ross came here and testified and was cross-examined. The purpose of his evidence was to establish that Roberts was either an equal partner with you or was your boss. I have no doubt in my mind that Mr. Ross was not a very persuasive witness and I do not accept his evidence as it pertains to this particular aspect that he was called to testify about, and that is about Roberts, who he was, and what he did in the businesses that he was in. This man did not know anything about Roberts and his evidence is not worthy of any weight being put on it at all.
- **51** Balanced against mitigating factors is a consideration of aggravating factors.

- **52** I am satisfied that you are in the very top echelon of the cocaine conspiracy and were aware of and intended to import cocaine that arrived in Canada November 7th, 2001.
- 53 The jury at one point asked what was meant by the word intent' near the end of their deliberations. It was clear the jury considered all of the evidence and the law when it came to the determination that you were guilty of importing cocaine into Canada and that intent had coupled with it knowledge.
- **54** You associated in the drug culture business with people in a secretive, underhanded and clandestine way designed to mislead anyone listening to you, discuss anything with anybody else, and in particular, the police authorities.
- 55 It is also clear that you have no feelings of any kind for anyone below you in the drug culture, and in particular, you have no feelings for the end user, their misery, the misery, upset and lasting effects that members of the public have to undergo as the victims, and the total negative impact on society as a whole as a result of cocaine being available on the street.
- **56** You did what you did for profit and your motives were based on pure greed.
- **57** You do not appear to have any conscience of any kind, as evidence by the contents of the wiretaps.
- **58** A further aggravating factor was that there was a gun in the Lincoln Navigator, the vehicle that was going to be used by your underlings to remove the cocaine and hashish from the scene.
- **59** And the most aggravating factor of all was the immense quantity of cocaine imported and the unbelievable effects that that would have been visited on the public in Canada.
- **60** Again, I need to have regard to parity and totality.
- **61** The Crown indicated that Dean Roberts received an effective sentence of approximately 19 years as a result of a guilty plea at a very early opportunity after being detained without bail. He pled to a number of other offences and I am led to believe the sentence meted out was as a result of a joint submission. He received concurrent sentences for those additional charges.
- 62 The sentence Roberts got reflected an enormous expression of remorse. It was an early plea. Even if there was a factual disparity from the Roberts situation and that of Malanca, it may well be able to be explained by the early plea of guilty. The Roberts facts do not establish that Roberts was a bigger boss or was Malanca's boss. That was not borne out by the evidence, in my view, and I am satisfied of that beyond a reasonable doubt. At the very least, Malanca and Roberts moved in the same circles or operated at the same levels with respect to their dealings on November the 7th, 2001.
- 63 What Roberts may have done in addition to what Malanca was convicted for on this

indictment does not diminish the seriousness of the circumstances of the offences for which Malanca was convicted. It does not undermine the position of the Crown in seeking the appropriate range of sentence for Malanca, and that would be life imprisonment.

- **64** Malanca cannot be punished for not pleading guilty to either count that he was convicted of in this trial.
- 65 Crown counsel suggested that there was nothing of a mitigating nature about Malanca's circumstances. He suggested that everything was aggravating about him, including the quantity of the drugs and his drug culture character. He was given abilities and possessed skills that allowed him to be relatively successfully in his business endeavours. However, the same skills were transformed by his greed and his self-interest and led him down the path of destruction. He was purely self-interested, greedy, calculating and sophisticated, occupying a high level as a drug importer and dealer that can easily be described as a merchant of death.
- **66** Crown counsel urged me to consider the gravity of the offences for which Malanca was convicted and that a life sentence was not disproportionate and certainly not out of range.
- **67** The defence position, obviously, was somewhat different.
- **68** Roberts plead guilty to a number of offences and admitted his involvement in the importation of the total amount of drugs that were imported on the aircraft November 7th, namely approximately one-third of a ton. He was sentenced as being morally responsible for that total importation.
- **69** However, here, Malanca did not plead guilty and did not make any admission concerning the amount of the cocaine that he knew was on the plane or that he was responsible for importing. Defence counsel did concede that an accused who pleads guilty gets treated more lightly because his plea is seen as a mitigating factor.
- **70** He went on to say that the global sentences meted out to a number of the players in this matter generally reflected the extent of the criminal wrongdoing that each of the accused had been convicted of at that time.
- **71** Roberts received the equivalent of 19 years for the importation of all the cocaine November 7th, as well as conspiring to import controlled substances in a separate conspiracy, and possession of 50 pounds of marijuana. This is far more criminal activity than Malanca was convicted of in this trial.
- **72** Defence counsel urged me to find that the Crown had not proved beyond a reasonable doubt that Malanca had a serious and significant involvement in the conspiracy or in the or having a knowledge of the totality of the drugs that arrived in Canada on the plane.
- **73** Defence counsel suggested that Roberts was more seriously involved in the crime and was higher up the ladder than Malanca, and therefore, Malanca should be sentenced to a substantially shorter period of time than Roberts. He pointed out that Malanca has no record.

- **74** Defence counsel conceded that the Court of Appeal for Ontario has said that those who import something in the area of a pound of cocaine or a kilogram of cocaine should expect to go to the penitentiary for between three and five years. Those who import between eight and 15 pounds of cocaine and have no record appear to be sentenced to a range of between eight and sometimes 12 years.
- 75 Here, Malanca was a first offender and counsel urged that in the event that I could not be convinced beyond a reasonable doubt that Malanca was involved in the total shipment received at the airport, or that he was involved throughout the length of the conspiracy but was aware of the plane, a plane that was expensive to rent and was involved and that he was participating in the involvement because he knew he had to pay the costs, or at least part of the cost, of getting the plane down and back, that even in that situation, he should be sentenced at the lower end of the scale.
- **76** Counsel submitted that Roberts was far more industrious, was an international kingpin importer of cocaine and other controlled drugs into Canada. He was involved with one Arthur in shipping approximately 110 pounds of cocaine to Halifax. Arthur pled guilty as well to trafficking in 100 kilograms of hashish and received 14 years incarceration.
- 77 Some of the other individuals involved in the November 7th importation were sentenced as follows:
 - A person by the name of Manrique who had already served some seven years for trafficking in narcotics received the equivalent of 17 years.
 - Villaruelle had done five years for money laundering, conspiracy to traffic a narcotic and conspiracy to launder proceeds. He received the equivalent of 18 years.
 - Sousa who was also on the plane received the equivalent of 17 years.
 - Bertucci received a sentence that amounted to 13 years, inclusive of his dead-time. He had a criminal record for theft, conspiracy to commit theft, possession of stolen goods, as well as narcotics.
 - Zaduk plead guilty to conspiracy to import controlled substances and received a conditional sentence of two years less a day, which was meted out to him as a result of him suffering some severe physical problems.
- **78** It is, however, interesting to note that these other minor problems, besides Roberts, were bit players. They were not involved at the top in the orchestration, in the planning, in the financing and clearly were not treated as bosses.
- **79** With respect to Dean Roberts, his participation in the overall conspiracy, however, appears to be much like a minor partner or senior subordinate who was required to do the dirty leg work, travel outside the country, participate in the loading of the aircraft rather than sitting safely in Toronto like Malanca, well away from the eyes of Jamaican and Nassau authorities and

therefore not risking arrest while others were loading one-third of a ton of cocaine onto the plane.

- **80** Dean Roberts had another agenda while he was in Jamaica, and that was to make sure that his accomplice, Sousa, who was on parole and not allowed to leave Canada, got back to Canada safely.
- **81** It is important to take into consideration a determination of the relevance of a guilty plea, which is exactly what Roberts did when he was faced with these charges and was not released on bail.
- **82** I have taken the following comments from a decision of Mr. Justice Casey-Hill in *Regina and Holder*, where he skilfully reviewed the effect of a plea of guilty. This is of significance in the sentencing phase of this trial because the partner or close associate or immediate underling pleaded guilty to importing the total amount of cocaine on the plane on November 7th, 2001. At paragraphs 14, 15, 16 and 17, Justice Hill commented as follows:

A plea of guilty is generally acknowledged to be a mitigating factor in sentencing.

The effect of a guilty plea in setting the appropriate sentence will vary with the circumstances of each case. A plea of guilty will be a confession of wrong-doing and may evidence remorse and public acceptance of responsibility for the criminal wrong-doing. In these circumstances, the prospects for rehabilitation are enhanced. An early guilty plea is deserving of considerable weight in the sentencing disposition.

A plea of guilt results in the saving of public cost and expense even in those instances where a guilty plea is simply a recognition of the inevitable, the plea brings finality, spares judicial resources and reduces the trauma and inconvenience to victims and witnesses. Indeed, a plea of guilt entered during a trial itself may be deserving in mitigation of sentence.

83 At paragraph 18 he comments as follows:

Against this backdrop, it must be understood that conviction following upon a plea of not guilty does not warrant punishment on account of the offenders plea.

- 84 That is important to bear in mind.
- 85 The defence took the position that there were a number of points that needed to be decided by me before sentencing could be undertaken. In other words, that I would be required to make critical findings of fact as to the extent to which the evidence supported a conclusion beyond a reasonable doubt concerning a number of matters raised as a result of the generic findings of the jury. He submitted that I must determine the following issues, namely a) what was the extent of the involvement of Malanca in the membership of a conspiracy to import cocaine as opposed to membership in a conspiracy to do any other kind of drug dealing or importing of any other form of controlled substance; b) what was the extent to which it was proved beyond a

reasonable doubt about Malanca's involvement and knowledge concerning the entire load or quantity of cocaine on the plane on November 7th, 2001; c) what was the appropriate use of the supplementary phone calls and what can be made of them in light of the directions in *Regina and Edwards*; d) what was the appropriate sentence for Malanca.

- 86 With respect to the first issue, the indictment alleged that Malanca was a member of a conspiracy between March 10th, 1999, and March 5th, 2002, with certain named and unnamed co-conspirators, one of whom was Dean Roberts. It was clear from the charge that I instructed the jury this is his words it was clear from the charge that I instructed the jury that if they were convinced beyond a reasonable doubt that for any period of time during the timeframe above, Malanca entered into an agreement with any of the named or unnamed co-conspirators to import cocaine, the jury was to convict him. Defence counsel suggested that it would be impossible to know the extent of his involvement because the jury simply returned the verdict of guilty. Therefore, the jury's verdict only means so much and it is up to me to determine beyond a reasonable doubt, from the evidence introduced at the trial, the answer to the first question before embarking on a consideration of the sentence. The determination would be important because if his involvement was minimal over the three-year period, then that may affect the length of his sentence as opposed to him being more heavily or totally involved which would result in a longer sentence.
- 87 With respect to count number two, counsel said that Malanca was convicted of importing drugs on the plane. It was clear that the jury was convinced beyond a reasonable doubt that he was a party to the importation. He was not a hands-on person, actually carrying or transporting the drugs into Canada. According to defence counsel, what is not known is whether Malanca knew there was one-third of a ton of cocaine on the plane. The extent of his responsibility extends only to the knowledge that there was cocaine on the plane, and it is up to me to determine beyond a reasonable doubt the extent of his knowledge as to the quantity of cocaine on the plane. This is important because if his knowledge was with respect to a small quantity, then the sentence would be less than if he had knowledge of the full one-third of a ton on the plane. Counsel suggested that Malanca was seriously in the dark about the details of the importation and that it was impossible, on the basis of the conversations in the wiretaps, to conclude with any confidence the extent of the involvement of Malanca. All that can be concluded was his knowledge of the quantity concerned a significant amount in order to justify being a party to flying an airplane to Jamaica, picking up cocaine, and flying it back to Canada. If there was any ambiguity, that ambiguity should inure to the benefit of Malanca. He suggested that if I cannot determine those issues beyond a reasonable doubt, that any sentence meted out to Malanca should be on the lower end of the range, rather than on the top end of the range because he would not be morally responsible for the entire load that arrived into Canada.
- 88 Again, it is interesting to note that although there is no duty on Malanca to explain anything, he did not nor anyone on his behalf testify as to the duration of his participation in the conspiracy, his place in the hierarchy of the drug pyramid, what he agreed to and what he knew about the quantity of cocaine arriving into Canada. What I had to make my determination upon was the evidence that was led at trial, which is the 170 wiretaps, more or less.
- 89 The law with respect to issue A is found in a case called Regina and Braun, [1994] M.J. No.

723, B-R-A-U-N. In that case, the accused was charged with second-degree murder but was convicted of manslaughter. On appeal, the court determined that the trial judge was in error in sentencing the accused on the basis of facts contained in the accused's inculpatory statement which were inconsistent with the verdict of manslaughter. The court went on to say that there were cases where the verdict was ambiguous, as for example, when, on a charge of murder, where a verdict of manslaughter is received, the defences offered may be various. One cannot know which state of facts the jury accepted or even if all the jurors accepted a single state of facts, this distinction may be crucial for the sentencing.

90 For example, provocation as a defence has much more weight in reducing the sentence than a defence of drunkenness. Even if the verdict of the jury is logically incomprehensible, the sentence must proceed on the basis of the facts implicit in the verdict.

91 In that case there was a reference to D.A. Thomas who wrote an article called, <u>Establishing a Factual Basis for Sentencing</u>. He described the dilemma this way:

The crux of the problem of establishing a factual basis for sentencing is that the bare verdict of guilty does not always determine the facts at a sufficient level of detail for the sentencer. The verdict itself may be ambiguous in the sense that it may reflect two or more alternative views of the evidence. It seems reasonable to assume that the difference in the two possible versions would be highly significant for sentencing, but the sentencer gains no assistance from the jury's verdict and is forced, in effect, to determine all the factual issues over again. The verdict merely provides a legal foundation for the sentence.

It is well-established that a trial judge is bound by the express and implied factual implications of the jury's verdict when imposing sentence. It is also established that where the factual implication is not clear, the court may come to its own independent determination of the relevant facts.

92 The author cites a case of *Regina and Brown*, [1992] 1 S.C.R. 518, where in the Supreme Court of Canada, Mr. Justice Stevenson, speaking for the court said, in its factum filed here, the Crown set out in the English position, again quoting Thomas from an article, establishing a factual basis for sentencing,

The Court of Appeal has developed a principle that where the factual implication of the jury's verdict is clear, the sentencer is bound to accept it and a sentence which is excessive in light of the fact implied in the verdict will be reduced. This principle can only apply, however, where the factual implication of the jury's verdict is clear. Where the factual implication is ambiguous, the court has held that the sentencer should not attempt to follow the logical process of the jury, but may come to his own independent determination of the relevant facts. This statement reflects the correct principle, namely that the sentencer is bound by the express and implied factual implication of the jury's verdict.

93 The court goes on to say,

In the case at bar, the verdict of manslaughter is indeed subject to several interpretations, that is, did the jury apply the defence of drunkenness? Did it find reasonable doubt based upon the argument of counsel that the appellant was only a party to the culpable homicide committed by Mills? Why, in the face of overwhelming evidence indicating a verdict of second-degree murder, did the jury return one of manslaughter? It is manifest that the factual implication of the jury's verdict is ambiguous. It was therefore open to the trial judge to come to his own independent determination of the relevant facts, provided those facts were consistent with the express and implied factual implications of the jury's verdict. In considering matters left unresolved by the jury's verdict, the court is not required to give the offender the benefit of the most favourable or lenient view of the evidence. A jury cannot be asked by the sentencing court to relate its views underlying a verdict. The court is obliged to sentence having regard to the jury verdict, and in particular, to the jury's express and implied findings of fact.

The court is not obliged to assume all mitigating factors in favour of the accused merely because of an absence of proof beyond a reasonable doubt of the contrary. In considering matters left unresolved by the jury's verdict, the court is not required to give the offender the benefit of the most favourable ...

94 And, again, I am repeating that,

... favourable or lenient view of the evidence.

95 I say at this point that I do not disagree with this law advanced by - and the argument advanced by defence counsel.

96 With respect to issues one and two, counsel directed my attention to the telephone calls in order to suggest the evidentiary platform to support his contention. He suggested that the evidence did not support beyond a reasonable doubt Malanca's involvement in the conspiracy beyond a couple of days before the actual importation and there was no evidence to support the determination that he was involved in the conspiracy to import cocaine, as set out in the timeline in count number one. He urged that the calls between Malanca, Blewitt, Zaduk and to some extent Weiser did not deal with, discuss, or mention cocaine. He does concede, however, that the evidence indicates that these individuals were involved in a conspiracy to "at least traffic, if not import controlled substances." But there was no evidence to support the conclusion that they were discussing cocaine. What is known beyond a reasonable doubt is that there was an importation of a third of a ton of cocaine on November 7th. Looking back at the conversations, there was a lot of drug talk, but it was impossible to conclude that the discussions were about cocaine.

97 Have we got something running that needs to be shut off?

- 98 THE C.S.O.: It sounds like a cell phone. Is everyone's cell phone off? Pagers?
- 99 THE COURT: Thank you. Let just repeat myself.
- **100** Mr. Silverstein concedes on behalf of Malanca that the evidence indicates that these individuals were involved in the conspiracy to "at least traffic, if not import controlled substances." But there was no evidence to support the conclusion that they were discussing cocaine. What is known beyond a reasonable doubt is that there was an importation of a third of a ton of cocaine on November 7th. Looking back at the conversations, there was a lot of drug talk, but it was impossible to conclude that the discussions were about cocaine.
- 101 The jury had the opportunity to consider all of the evidence contained in all of the telephone calls up to November 7th and consider the evidence of the actual importation in coming to the conclusion that Malanca conspired with certain named individuals and unnamed individuals to import cocaine, notwithstanding, they found, that the Crown had not proven beyond a reasonable doubt that Blewitt was part of the conspiracy or was a party to the actual importation.
- 102 Mr. Silverstein conceded that "there are a ton of calls that clearly show that Blewitt and Malanca are conspiring with each other to import controlled substances with Roberts, and Blewitt, though, through his counsel, admitted at the trial of the existence of that conspiracy. So, it is clear that Blewitt and Malanca are conspiring with one another and they're conspiring with one another in the very same conspiracy. There is only one conspiracy because they are conspiring with each other. So, they must be members of the same conspiracy. And, you know what, the jury acquits Blewitt of the conspiracy to import cocaine."
- 103 Counsel submitted that the finding must be respected on the sentencing of Malanca because if Malanca and Blewitt were involved in a drug conspiracy together and the jury is not convinced that Blewitt is guilty of conspiring to import cocaine, then clearly the conspiracy between Blewitt and Malanca must not involve cocaine. He suggested that it would be daft to suggest that Blewitt was involved in some conspiracy that is different from the conspiracy that Malanca was involved in, notwithstanding the comments by Mr. Schreck on behalf of Blewitt. Blewitt's last contact with Malanca on the telephone before the importation was on November 3, 2001. The calls between that date and November 7th clearly applied to a shipment that was coming into Canada November 7th. As counsel put it, "It's clear that Malanca is conspiring to import cocaine in the shipment arriving on November 7th."
- **104** After November 7th when the arrests have been made, Malanca keeps talking on the telephone about further importation of controlled substances, but those conversations were not particularized to cocaine. The best evidence of a conspiracy to import was the actual importation.
- 105 It occurred to me as I was going through this that call number 144 was shortly before the arrival of the drugs in Canada. Malanca was talking to Fretz about drugs that had been danced all over,' pressed,' and that there was a smell of ether. And I am satisfied beyond a reasonable doubt that the controlled substance being discussed was cocaine. It is clear that the word

cocaine' was never discussed, was never used and never alluded to, nor in these circumstances would I expect it to have been. Yet, the jury made the finding that the conspiracy was about cocaine and that Malanca had knowledge that that cocaine was coming in to Canada on November 7th.

- **106** Blewitt was not the only one specified in the indictment as taking part in the conspiracy. There were many others involved but they were not parties to the actual trial held here. Malanca was convicted of both of those counts.
- **107** The question is, then, what was Malanca's role in the conspiracy?
- 108 Crown counsel advanced the theory that he was the equal of or a partner of or the boss of Roberts. There was a difference in that Roberts was hands-on in Jamaica. He met the plane at the airport, was with the two persons Sousa and Villaruelle, he arranged meetings with the pilots, loaded the drugs on the plane, and during this approximately 24-hour timeframe, is fully exposed to the authorities in Jamaica and dealing with the people involved in flying in and couriering the drugs back to Canada.
- **109** On the other hand, Malanca was back in the Toronto area, safe and secure, and well away from the prying eyes of any police officer in Jamaica, Nassau or at the Lake Simcoe Regional Airport.
- 110 The defence took the position that his membership in the conspiracy was limited to November 7th, as is his status as a party to the importation. Defence also raised the question about how much did he know and who was running the show. Counsel urged that it was Roberts telling Malanca what to do and giving him orders. Roberts's superior position was made clear as of November 7th and the proximity of it approaching in terms of time.
- 111 Call number 135, Roberts makes the following statements: "That's what we're doing," and "I got to know definitely by tomorrow so I can counsel number one, okay." He suggested, as counsel suggested, those statements indicated that Roberts was in control in making the critical decision. Further, he goes on to say, "Listen to me, my friend." And Malanca replies, "Yeah, buddy, go ahead." Counsel suggested that those words mean that Roberts is giving directions, and he goes on to say, that is Roberts, "Okay, listen. That is what we're going to do." Counsel submitted that Roberts was making decisions behind Malanca's back and so Malanca was being kept in the dark by Roberts and, therefore, did not have a major role because he did not have the details about the return flight. Counsel said that this was supported by call number 143 where Bertucci is telling Malanca what is going on. Counsel suggests that Malanca does not know until Bertucci tells him. And Bertucci tells Malanca that Malanca is not supposed to know this. What do these words mean? The defence suggests that Malanca is being kept out in the cold with respect to the details of the importation. However, the words bear scrutiny.
- 112 Malanca asks Bertucci, "But he's coming? But do you think he's coming back with it?" And he is told that he is. Bertucci then asks Malanca, "He didn't even tell you. He didn't tell you guys." Malanca says, "No." Bertucci then says, "So, he's trying to pull, you know." What is being discussed here? Is it a conversation about the drugs coming back, that there was hashish on the

plane, that two people were coming back on the plane and that one of the people, Villaruelle, was on board in contravention to his parole. We just do not know.

- **113** Bertucci goes on to say a number of times that Malanca was not supposed to know, and that if he showed up, it was not going to look so good and he's not going to be happy. Who, Roberts? Niemi? Ross? Sousa? Villaruelle? It is unclear. However, defence counsel urges that the person who would be annoyed is Roberts.
- 114 Bertucci then says, "I don't think they're going to give you anything." And Malanca says that they had to. It is clear that this comment means that Malanca feels that he has an end' in terms of what he is going to receive from the importation of this cocaine shipment. It does not, however, establish how much knowledge Malanca may have had concerning the quantity of the cocaine returning. We do not know what Malanca was being kept in the dark about.
- **115** The jury were directly addressed by Mr. Sack about the above comments concerning Malanca not being supposed to know. The jury clearly rejected his lack of knowledge and determined that he did have knowledge and he did know what was going on.
- 116 Defence counsel made the following comment in his submissions, that Malanca was not a partner with Roberts for the whole. He said, "He is one of the guys who has been promised a piece of the cocaine. He has put up the money for it, he has financed it, he has taken steps to import it, and thus is guilty. But, we do not know the extent of his involvement." Defence counsel then went on to suggest that Malanca was a customer of Roberts. The evidence does not support that, in my view.
- 117 However, in support of that submission, counsel read from one of the affidavits of a Detective Driscoll, filed in support of continuing the wiretap authorizations. Driscoll said, "I also believe that when Malanca told Blewitt that Roberts, and told him that Patrick Number One was just going to be bringing his buddy back, that he was lying to Malanca because he didn't want Malanca to know about the shipment of cocaine."
- **118** Well, this is nonsense in my view because the jury clearly made the determination on a totality of the evidence that Malanca knew about the shipment of cocaine. Otherwise, he would have been found not guilty.
- 119 It is also important to note that Detective Driscoll was not called as a witness and cross-examined before the jury. There was no evidence that he was aware of all of the contents of all of the telephone conversations and how they related to Roberts, Malanca and all of the other named and unnamed co-conspirators. There is no evidence as to whether he understood the full context of the evidence at that point, which was only a few weeks after the importation. This particular comment was not of any great weight in determining the questions that I need to determine here.
- **120** Another area to consider is Malanca's reaction after the seizure. Defence counsel suggested that he showed a lack of concern and lack of panic about the seizure. He suggested that if he was a major player, it would be reasonable to expect a far more significant reaction to

the event. It seems to me that it would be equally reasonable that he would say nothing until he found out how it was that the police had knowledge of the plane coming in, in terms of where, when and perhaps what it was carrying. Again, it is another factor to be considered.

- 121 Defence counsel pointed out that when Malanca was arrested, there were no drugs found anywhere around him; his home or his office. No evidence was offered of any immense wealth accumulated by Malanca. However, there was no evidence in any of the conversations recorded that Malanca was a user or possessor of drugs. What we do know is that he was a businessman who knew important people in the financing business, that he brought clients for mortgage financing and that he completely revitalized an old building into a new modern restaurant. He was not a poor man by any stretch of the imagination.
- 122 The Crown's position with respect to Malanca's knowledge and participation was, again, based on a number of telephone calls. Crown counsel referred to call number 61, August the 24th, with the words, "Straight off the runway, three hundred thousand." There was no question that the jury was able to conclude that the cocaine was taken, "straight off the runway," at the Lake Simcoe Regional Airport.
- 123 Defence counsel suggested that there was no connection between that comment and November the 7th because it could be the importation of any controlled substance and not necessarily cocaine. But what counsel tends to forget is that the jury had the totality of the evidence to consider and this evidence clearly was something that they could consider in determining whether or not that particular piece of evidence played any part in Malanca's knowledge of the cocaine coming in November 7th. It was open to the jury to conclude that it was part of the planning for the November 7th importation.
- **124** My attention was directed to the conversation between Bertucci and Malanca wherein Malanca undertakes to help Bertucci if there is a problem.
- 125 Further, Malanca in other conversations expresses some concern about those in custody using his name and talking about him. This evidence was again part of the totality of the evidence left to the jury to consider when it came time to determine Malanca's degree of participation in the conspiracy and his knowledge about the importation. His concern about his name being discussed does not in and of itself go to the extent of Mr. Malanca's involvement. It is equally consistent with an insignificant or even significant participation and it only indicates that he does not want his name bandied about. However, when factored it with all of the evidence, it is another piece that the jury had to consider in order to assist itself in coming to its decision.
- **126** Again, for the same reasons, it is another piece of evidence to assist me in determining his degree of involvement and the knowledge that he had and was required to have for conviction of the two counts he was convicted of in this trial by the jury.
- **127** When Mr. Roberts plead guilty, defence counsel indicated that the summary of the evidence offered by the Crown and accepted by Roberts was the following: "On November 7th, 2001 and Dean Roberts orchestrated the importation of 592 pounds of cocaine."

- **128** There is no question at the end of the day that the jury did not and could not comment on the extent of Malanca's involvement in the conspiracy and his knowledge of the quantity of cocaine that was aboard the plane. As well as make any verbal or oral comment with respect to his degree of involvement in the importation.
- **129** Where is the evidence that Malanca knew there was 600 pounds or a third of a ton of cocaine on the plane?
- **130** The Crown has to prove beyond a reasonable doubt that Malanca knew there was 600 pounds of cocaine on the plane. The Crown has proved that Malanca knew there was cocaine on the plane, according to the defence, but has not proved the extent of that knowledge.
- **131** Further, defence counsel suggested that I should not take from the jury's verdict that they determined conclusively that he knew about the whole 600 pounds.
- **132** The answer will come shortly.
- 133 The next area that I want to deal with, though which was necessary to consider when determining the answer to the questions at the front part of the defence's argument, and that was the level at which Malanca was operating.
- 134 Malanca was one of the big guys, according to the Crown, "Big Daddy," "A boss." Those were the words by his associates to describe him. Blewitt refers to him as "Big Daddy" in the conversation found at tab 68, the call made September 6th, 2001. The conversation June 2nd, 2001, involves Malanca and Ho where Malanca tells Ho, "Look, we are the big guys. The little guys are coming to us." Charles Levene makes a comment to Malanca October 24th, 2001, that he does not, "want to have you waiting around, you know. I can't have the boss waiting around, you know."
- **135** Crown counsel urged me to find that he was an incorrigible drug dealer, undaunted, unfazed, unmitigated and resourceful and was determined to go on in an unstoppable course of criminal conduct, and he was the boss, the big man, Big Daddy,' the leader.
- **136** The telephone calls clearly indicate that Malanca trafficked in cocaine, as evidenced by the telephone call with Fretz, October 13th, 2001, concerning the smell of ether.
- 137 Further, he trafficked in hash oil, as evidenced by his conversation with Fretz at a later time on October the 13th, with respect to four 100-gallon pails. And you will recall that Sergeant Woodman indicated that this was a reference to hash oil that was worth \$100,000.
- **138** It is also clear that he imported hash products, as evidenced by the calls between Malanca and Walter Gamito concerning, "the black chick going out to dinner," which was described by Sergeant Woodman as a hash product.
- 139 To further flush out a determination of who Malanca was, Crown counsel introduced the

additional phone calls to indicate that he was a manufacturer and distributor of Ecstasy. This information was garnered from the evidence of Sergeant Woodman.

- 140 The Crown advanced additional evidence by way of 25 further intercepted telephone conversations, which again and I am repeating myself were introduced to indicate the methodology used to commit the cocaine importation. These offences were financed by the selling of Ecstasy to obtain fuel money that was required to pay Pat, the pilot, to travel by jet to pick up the cocaine and return to Canada.
- **141** In addition, Crown counsel said these conversations were introduced to assist in determining the question of who was Malanca and the role that he occupied. There was no question that there was a complete cast of characters over which Malanca had control. They included Roseanne Kalenuik, Joseph Ho, Michael Smiljanic, Frank Commisso, John Ventrone, Walter Gamito, Ed Weiser, Michael Zaduk, Ron DeConcilys, Enzo Cirillo and Vince Bertucci.
- 142 From the very beginning, Malanca had control of the pilots and One, Niemi, had a historical working relationship with Malanca. At one point, Niemi told Malanca when discussing work that, "Well, I usually work out pretty well, I think." Malanca used the pilots, directed them and was jealous over the fact that some other people used them and did not want to use them without paying for it. He was annoyed at that. On June 19th, 2001, Malanca asserts that he is not going to be cut out by Gravelle going directly to Pat, or Niemi. He said, "That's not the way we operate." On June 7th, 2001, Gravelle tells Zaduk that he had met with ponytail's people,' and we learned that ponytail' was Malanca, to sort out the mess. It is clear that Gravelle considered Malanca a boss.
- **143** The picture that emerges from this evidence is of a man who is a prime mover of people and things. Eager, enthusiastic, confident and assured to the point of almost cockiness.
- **144** Malanca did not like anyone using his pilots, and if they did, he wanted "an end," or money, from anyone who used his pilot. And he was particularly upset that Gravelle had used him more than once. At one point he said that Gravelle would not have learned about Niemi except for the efforts of Malanca.
- **145** On August 24th, 2001, Malanca tells Cirillo that, "I met with my guy. I made him come down. I think we are going to do it straight off the runway. Maybe even lower the plane." It is clear that these are not the words of a peon or a pawn, but rather someone who is commanding a scenario. At tab 76, Cirillo refers to Malanca as "the man."
- 146 The aura established by Malanca was one of leadership and control. I do not get the same feeling with respect to the aura around Roberts. He may have been sitting in the same table area as Malanca, but did not have the same stature or clout. He was not subservient, that is Malanca, in any way to Roberts, and in fact on November 9th, 2001, a telephone call at tab 87, Roberts acknowledged that Pat is Malanca's pilot.
- **147** November 1, 2001, Malanca directs Blewitt in the following way concerning Roberts. "Tell him to tell him stop fucking one. You know what, I'm getting tired of him and I'm going to tell him

to fuck off." Malanca is asserting himself. On the same date after Blewitt tells Malanca that Roberts wants to speak to Pat, Malanca says, "No one is going to talk to my Patrick," and further instructs Blewitt to tell Roberts, "not to fucking call him. Going to fucking burn him for nothing, man. I swear to God, I will choke him."

- **148** Further on the same day, Malanca tells Blewitt that he was upset with Roberts's attempt to get Pat directly and says, "If I want, I can stop and without him even knowing, okay."
- 149 On November 7th he tells Bertucci that he will look after him when Bertucci asks, "You take care of me, eh? I got your word?" And Malanca replies, "One hundred percent." And later follows up by arranging legal counsel for underling, Bertucci, after he was arrested, and in accordance to the word that he gave Bertucci.
- **150** On January 3rd, 2002, a conversation found at tab 163, Malanca tells Roberts, "Tell your mouthpiece to tell your buddy not to fucking start dropping my name inside. Because he just had a fucking fist-fight with my buddy in there and he knocked him out."
- 151 It is clear to me beyond a reasonable doubt that Malanca was the overall boss in the conspiracy to import cocaine and continued in that capacity as a party to the importation itself. It may well be that for a period of time Roberts maintained an almost equal position, if not an equal position with respect to some aspects of the importation. Malanca was the boss, the man,' Big Daddy,' right at the very top of the pinnacle, at the top of the pyramid of this drug business he was engaged in concerning cocaine.
- **152** All right. We are going to take a brief break, now.
- **153** THE C.S.O.: Order.
- 154 COURT REGISTRAR: This court will recess for 15 minutes.
- **155** COURT REGISTRAR: Court is now resumed. Please be seated.
- **156** THE COURT: All right. The area that we are now turning to is the case law concerning sentencing for these kinds of offences and the first area is the law advanced on behalf of Mr. Malanca by Mr. Silverstein.
- 157 He informed me that Malanca was 26 or 27 at the time these offences were committed, and that he should be treated as a youthful first offender. In support of that, he referred me to a case called *Priest*, [1996] O.J. No. 3369, in the Ontario Court of Appeal where Mr. Justice Rosenberg stated that,

Even if a custodial sentence was appropriate in this case, it is a well-established principle of sentencing laid down by this court that a first sentence of imprisonment should be as short as possible and tailored to the individual circumstances of the accused, rather than solely for the purposes of general deterrence.

158 He goes on to say,

Respect for the law is not enhanced when overly harsh sanctions are imposed and the trial court ignores well-established sentencing principles. The trial court does not fulfil its duty to fashion a sanctionable or contribute to the maintenance of a more just society when it imposes a sentence on the offender when it is far beyond the usual penalty imposed for this offence in other parts of the province and the country. The offender and the offender's family will harbour a well justified sense of grievance over the offender's treatment by the judicial system.

- **159** He then referred me to a series of cases. The first was *Valentini*, [1999] O.J. No. 251, where the Court of Appeal dealt with a person who was the chief or kingpin of an importing organization responsible for importing 34 pounds of cocaine. *Valentini* was violent towards his co-conspirators and was sentenced at trial to 15 years but had already done the equivalent time of a further 28 months which was served and attributed to being dead-time.
- **160** In a case called *Marsman*, [1996] O.J. No. 2964, it concerned a man who imported 10 pounds of cocaine in 1996 and was sentenced to seven years, three months.
- **161** In 1992, Justice Gotlieb sentenced a fellow named Sohal, [1992] O.J. No. 2958, S-O-H-A-L, after trial for the importation of 12 kilograms, which is about 26 pounds of cocaine, to 11 years.
- **162** In the case of *Lawson*, [2003] O.J. No. 5040, Mr. Justice Cumming sentenced the accused after trial to eight years for conspiring to import 100 kilograms of cocaine. He had no record.
- 163 In Cody and Langille, [2004] Q.J. No. 10103, the court sentenced each of them to five years for possession of 49 kilograms of cocaine. These two were part of a conspiracy to import 49 kilograms of cocaine into Halifax and were involved with both Arthur and Dean Roberts, who have been mentioned above. However, of particular interest in that case is the fact that Roberts, the same person who was connected with Malanca in this case, was referred to as a facilitator which is a different nomenclature than one would expect a kingpin or boss or big daddy to be called.
- **164** Counsel also referred to the case of *Ambeaux*, which was reported in French, where the accused received seven years for being involved, and I do not know what that means, with 200 kilograms of cocaine.
- **165** In *Jeffies*, the court sentenced the accused to 14 years for being involved in importing six kilograms of cocaine as a result of being convicted for cocaine, for importing the second time.
- **166** In *Vukelich* in 1994, [1994] B.C.J. No. 3338, the court determined that he was the chief operator of a scheme to import over 100 kilograms of cocaine over a significant period of time. He was sentenced to 16 years in prison in 1994.

- **167** In 1991, the case of *Dedels*, D-E-D-E-L-S, [1991] B.C.J. No. 238, the court imposed a sentence after he pled guilty to importing an unspecified amount of cocaine to an extensive period in custody. The exact time, I do not have.
- **168** In *Overacker*, [2005] A.J. No. 855, a case of the Court of Appeal of Alberta in 1985, the accused imported 152 pounds on a particular occasion, but had been convicted of four previous importations of cocaine as part of the scheme. At trial, he received 12 years. The court described this offence as among the most serious drug importation cases.
- **169** Defence counsel distinguished the cases advanced by the Crown which dealt with life sentences for the importing and trafficking in heroin. He made the comment that heroin is far more dangerous than cocaine. These cases were dated, that is the Crown cases, and should not be of any influence in the present case.
- 170 Malanca was born in Canada in 1974.
- **171** His father left when he was 12 years old and Malanca had no contact with him whatsoever.
- **172** He met his current girlfriend who was present and is present in court in June of 2000. They have no children, they live common-law and have a legitimate business interest.
- 173 The two witnesses called on behalf of Malanca indicated that he was well-respected in the community.
- **174** He is a first offender and an excellent amateur soccer player.
- **175** Mr. Silverstein admitted that this particular importation of cocaine was "like a small, it's like a tree in a forest of other un-indicted, untried activity. Which is itself not commendable activity, it's criminal activity. And I beseech you to remember that you must sentence for the tree, not for the forest."
- 176 He urged me to find that Malanca was subservient to Roberts in this particular deal.
- 177 Most of the discussions were not proven beyond a reasonable doubt to be cocaine-related.
- 178 His submission was that Malanca should be sentenced as a first-time youthful offender to an importer of a moderately significant amount of cocaine and should be sentenced to something in the vicinity of eight years.
- 179 What are some of the principles that I have to consider?
- **180** The first one is denunciation and it is the communication of society's condemnation of the offender's conduct.

181 In a case called *M.* (*C.A.*), [1996] 1 S.C.R. 500, the court wrote that,

In short, a sentence with a denunciatory element represents a symbolic collective statement that the offender's conduct should be punished for encroaching on our society's basic code of values as enshrined within our substantive criminal law. Both general and specific deterrence are heads of sentencing that need to be discussed.

182 Mr. Justice LaForest in the Supreme Court of Canada in a case called *Lyons*, [1987] 2 S.C.R. 309, indicated that,

In a rational system of sentencing, the respective importance of prevention, deterrence, retribution and rehabilitation will vary according to the nature of the crime and the circumstances of the offender. There is no easy test or formula that the judge can apply in weighing these factors.

Much will depend on the good judgment and wisdom of sentencing judges who parliament vested with considerable discretion in making these determinations pursuant to s. 718.3.

- **183** General deterrence is paramount in the sentencing that we are dealing with today.
- 184 The public is fully aware, and that includes almost every person who would contemplate committing an offence, for instance, even murder, that they would be sentenced to life imprisonment. And that is for murder. Some organizing and planning went into the importation of cocaine in this particular case and the courts treat that kind of conduct with lengthy prison terms because of the horrid long-term, negative and detrimental effect that the drug on the street has on scores of users and victims of the user's criminal activity.
- 185 From the perspective of general deterrence, a message must be sent out from this court to the community of both law-abiding citizens and criminals alike that dealings in this deadly drug at this magnitude will not and cannot be tolerated. Having regard to the fact that the harm caused by cocaine is directly driven or connected to the amounts that are brought in, the sentence should follow incrementally along that line. There simply cannot be a point or a level where it all becomes a wash, that it makes no difference for the sentencing whether it is 600 pounds or 6,000 pounds. Put another way, there has to be a ceiling. And once you reach that ceiling, you are at the top and attract the top penalty. There comes a point, according to the Crown, when the flood rushes in and destroys all in its path and a court must simply take stock of the destruction and devastation that could have been caused by the importation of this huge amount of cocaine had it reached the street.
- **186** The Crown contended that Malanca reached the highest level of criminal activity and is clearly eligible to receive the highest sentence. Like-minded criminals cannot be seen to take from the sentence this court delivers that that person might well import a bigger payload, load a bigger load instead of a smaller one because the sentence will not increase if he gets caught. It

will not make a difference. That is the wrong message to be delivered and will be if Malanca gets anything less than a sentence in the range of life, according to the Crown.

- 187 Counsel further submitted that the benchmark had been raised by Malanca and he must surpass that which Roberts received because Roberts had a mitigating factor that Malanca does not have, to witness the early plea, the showing of remorse with the apparent benefit of a joint submission. That difference has to matter, according to the Crown. The magnitude is not insignificant. Other likeminded criminals should not feel that they can import 6,000 pounds as opposed to 600 pounds because it will not make a difference at the end of the day, as they will only be sentenced to something in the vicinity of 20 years. Criminals who import huge quantities, like a third of a ton, should expect to be treated severely and harshly by the courts, according to the Crown. A life sentence would send a message to the community of law-abiding citizens and that will contribute to the respect for the law and the maintenance of a just, peaceful and safe society.
- **188** With respect to specific deterrence, Malanca has no criminal record, so specific deterrence must be considered.
- 189 The telephone conversations indicate to us that Malanca used relentless efforts to pursue his importation plans, and this plan was not a one-shot event, but rather a sustained course of conduct which had become a way of life for Malanca. He was not arrested November the 7th. A number of his underling associates were. Malanca continued his activities with the same degree of anonymity and effort that he exercised before November 7th, 2001. He hid his true self and it took an extensive wiretap investigation to ferret him out. He was a sophisticated operator who learned how to be secretive in his ways and never wavered in his on-going conspiracy.
- **190** Crown counsel says that the only message this court can deliver to Malanca is that he is the kind of person who deserves a very long sentence and deserves to be subject to strict scrutiny for the rest of his days. This is necessary to stop him personally and to protect the public.
- 191 The Crown says that the paramount consideration for life imprisonment is whether in the circumstances the offences are of sufficient gravity and the offender sufficiently blameworthy to warrant the imposition of the most serious penalty the Crown has determined can be prescribed and warranted in certain circumstances. In this case, a life sentence would reflect the gravity of the offence in the circumstances of this particular situation.
- **192** Getting back to the point raised by the defence with respect to the length of the conspiracy and Malanca's connection with it.
- 193 I am satisfied that the interaction between Malanca, Zaduk and Niemi commenced in March of 1999. There were pictures of the three of them together and the phone calls between Malanca and Zaduk concerning Pat, who turned out to be Niemi. These discussions were of planes being flown by Niemi and of work that had been successfully undertaken in the past. There were discussions after November the 7th with Roberts about Pat Two and perhaps even Pat Three. And at call 168, there is the discussion about the importance of finishing Tom.' And

this concerned fuel money for planes to fly and pick up cocaine which was not indigenous to Canada.

- **194** I am satisfied on the balance of probabilities that Malanca was involved from the beginning, March 1999 to the end in March of 2002. That I am satisfied of beyond a reasonable doubt.
- 195 Some other considerations have crossed my mind when I was dealing with this matter. And that is what would the public think about today's events if they were watching it on television, listening to it on the radio, or even in this room. The public read newspapers, listen to radios and watch television. From what they read, listen and watch, they learn about the drug wars involving different factions like biker gangs attempting to control of illicit drug trafficking and its scene.
- **196** They learn about the violence that guns and the personal injury, up to and including death, involved in these turf wars.
- **197** They learn that drugs cause street level users to commit crimes like robbery, break and entry and theft to finance their cocaine habit.
- **198** They learn about the misery and destruction that follows cocaine use which can only result from people like Malanca importing the drug into Canada.
- **199** What they do not learn about very often is the identity of the people at the top who organize and plan the complex details required to make the arrangements to obtain the money to purchase the product at the source, arrange for its transportation into Canada and arrange for its distribution.
- **200** They know that someone who kills another person will be sent to gaol with a life sentence. They can envisage the misery that that kind of an event has on the people involved.
- **201** Unless they are informed about how the courts deal with this grave, serious and destructive conduct by the players at the top of the pinnacle in the drug business, they will not know.
- **202** They do not know the principles of sentencing set out in the *Criminal Code* and the case law.
- **203** They do know the serious effects of cocaine use.
- **204** Another area that I was interested to think about as I was preparing this and that is what about the public interest. What is in the public interest? And it is my view that it is in the public interest to have the court use its best efforts to do the following things:
 - 1) Stop and deter importers which would have the effect on all levels of distribution under the import and limit the long-range effects to the members of the public.

- 2) It would stop the misery, pain and suffering that both users and victims of their crimes to gain money suffer.
- 3) It would stop the crimes against persons and property that users commit to finance their habit.
- 4) It would reduce violence in the cities and towns of our country.
- 205 The public wants to know, and it is in their interest to know, that the court will do their part and use their best efforts to preserve a peaceful, law-abiding society and will use its best efforts when it sentences offenders to deter anyone contemplating and planning and orchestrating the kind of drug importation scheme that Malanca undertook in this case. To do anything less would cause most reasonable objective people on the street to shake their heads and determine that the courts were not acting in the public interest.
- **206** How about the administration of justice and its repute.
- **207** If the public determines that the courts are not acting in the public interest, it follows that the public will begin to hold the administration of justice in disrepute. That is unacceptable.
- **208** What about the part that the media plays in what goes on?
- **209** As a member of the public, I have to read, listen and watch commentaries about the effect of the unlawful distribution of drugs that has on this Canadian society, in particular cocaine. On a constant basis, there are reports of physical violence, injuries as a result of the unlawful use of guns, property damage associated with people in the drug sub-culture who are attempting to get money to buy drugs, and there is also the ever-present drain on the health care systems that users bring, and their victims.
- **210** What about the efforts of the police to try and find out what goes on here.
- 211 This whole drug conspiracy business is a very secretive business by its very nature and it has to be; it just stands to reason that those involved in it cannot afford to be conversing like I am today in a way that hopefully makes some kind of sense, that the words are not secretive, they are not hiding behind anything. It is just open and above board. That is not what happens and that is clear from the happenings in this particular case. That is why the accused are guarded. They use code words. They do not give out details on the phone. They change phones. They get rid of them. They get new phones. It makes sense that a conspiracy is done in secret and that secrecy is paramount.
- 212 It is important for me to go back and see what our courts have commented about cocaine, its effects on people who use it, its effects on the public at large in the community who are affected by it, and how the courts have dealt with sentencing situations.
- **213** In a case called *Mason and Hamilton*, [2004] O.J. No. 3252, a recent case of the Court of Appeal, involved a 26-year-old black single mother with no criminal record. She agreed to act as a courier of drugs for compensation. Her co-accused also is involved in the same kind of

importation. The amounts were very small. Three hundred and forty-nine grams of cocaine with a street value of about \$70,000, and 489 grams of cocaine worth substantially more.

214 As I understand it, 454 grams equal a pound and if there are 600 pounds, all you have to do is a little bit of mathematics and the amount of money capable of being earned through this sale of the drugs that came into this country, if they were able to reach the street, was substantial.

215 These two couriers had no financial interest in the cocaine and no involvement in its proposed distribution.

216 It was acknowledged in that case that the Court of Appeal had previously suggested a range of three to five years for the importation of one kilogram of cocaine.

217 Justice Doherty commented at paragraph 87 as follows:

I begin by recognizing, as did the trial judge, that fixing of a fit sentence is the produce of the combined effects of the circumstances of the specific offence with the unique attributes of the specific offender.

The case-specific nature of this sentencing inquiry is reflected in the proportionality requirement described as the fundamental principle of sentencing in s. 718.1.

Whatever other end the sentence may hope to achieve, it must first and foremost fit the specific crime and the specific offender.

The gravity of the offences refers to the seriousness of the offence in a generic sense, as reflected by the potential penalty imposed by parliament and any specific features of the commission of the crime which may tend to increase or decrease the harm or risk of harm to the community occasioned by the offence. For example, in drug importation cases, the nature and quantity of the drug involved will impact on the gravity of the offence.

The degree of responsibility of the offender refers to the offender's culpability as reflected in the essential substantial elements of the offence, especially the fault component, and any specific aspect of the offender's conduct or background that tend to increase or decrease the offender's personal responsibility for the crime.

In drug importation cases, the offender's role in the importation scheme will be an important consideration in assessing the offender's personal responsibility.

Proportionality is the fundamental principle of sentencing, but it is not the only principle to be considered. Parity, totality and restraint are also principles which must be engaged when determining the appropriate sentencing. The importation of dangerous drugs, like cocaine and others found in schedule one of the Controlled Drugs and Substances Act, has always been considered among the most serious crimes known to Canadian law. The immense direct and indirect social and

economic harm done throughout the Canadian community by cocaine is well known.

218 He refers to a case called *Pushpanathan*, [1998] 1 S.C.R. 982, where he draws the following comments reduced from the Supreme Court of Canada.

The use and sale of cocaine kills and harms both directly and indirectly. The direct adverse health effects on those who use the drug are enormous and disastrous. Cocaine sale and use is closely and strongly associated with violent crime. Cocaine importation begets a multiplicity of violent acts. Viewed in isolation from the conduct which inevitably follows the importation of cocaine, the act itself is not a violent one in the strictest sense. It cannot, however, be disassociated from its inevitable consequences.

219 In a case called *Overacker*, the Alberta Court of Appeal made comments about importing cocaine and the considerations that the sentencing court needs to undertake when determining how to deal with cocaine importation. And I am referring to paragraphs 19, 20 and 21.

The gravity of the offence concerns its seriousness in the opinion of the community compared to other criminal conduct. It is reflected in the maximum penalty fixed by parliament for the offence. There is no minimum sentence. The direct and indirect damage caused to society by the importation, distribution and use of cocaine is well known. The community clearly views importing cocaine as one of the most serious offences in Canadian criminal law.

It is well known that cocaine is a highly addictive and dangerous drug and that its illegal distribution and use have a significantly harmful effect on society. It is not indigenous to Canada; its importation is at the root of the social devastation it causes.

The circumstances of the specific offence may increase or decrease the harm or risk of harm to the community occasioned by the offence. With respect to the offence of importing, the nature and quantity of the drug involved has a major bearing on the comparative gravity of the particular offence.

220 Justice Cumming in a case called Lawson stated that,

An importer of bulk cocaine for resale down the distribution chain is nothing less than a merchant of destruction and death.

- **221** This position was supported by the evidence of Sergeant Woodman. The greater the quantity, the greater the harm. Had this one-third of a ton reached the streets, it would have caused a great amount of harm, misery, destruction and the hardship would have been visited on users and members of the public alike who would be affected by it.
- 222 Drugs and guns go together, he said, and it is important to remember that a gun was found

in the back of the Lincoln Navigator that was parked at the edge of the runway into which the drugs were put by the underlings.

223 In a case called *Pearson*, [1992] 3 S.C.R. 665, the court commented with respect to guns.

Unlike robbery, sexual assault and murder, drug trafficking is often wrongly regarded as non-violent crime. There is accordingly a certain tolerance of traffickers who give the illusion of being anonymous business men, hidden among those who are engaged in lawful business. Such an impression is far from the reality, however, when one considers the fierce battles for control of territory and violent action to obtain the money needed to purchase the drugs.

Equally, when one thinks of the personal brutality and social dramas that result, one can only devastated by the thoughts.

The narcotics offences increase the general level of criminality. That narcotic offences increase that drugs are responsible for seventy to eighty percent of prison terms, crimes resulting from the application of narcotics legislation, possession and trafficking, crimes committed under the influence of alcohol or other drugs, rape, violence and homicide, crimes committed to obtain drugs, theft and prostitution.

Trafficking in narcotics occurs systematically, usually within a highly sophisticated commercial setting. It is often a business and a way of life. It is highly lucrative, creating huge incentives for an offender to continue criminal behaviour, even after arrest and release on bail.

Lawson was a cocaine importation case and dealt with the sentencing of someone who was vitally involved, but was not a principle player. The trial judge observed the following:

That the offender has been convicted of a very serious crime, imported cocaine plays havoc with the well-being and lives of individuals and with the social fabric of the community at large.

Cocaine destroys people. While the importer is removed from the consumer and user, so that the misery caused by the importer may not be visible to him, the reality is clear and certain and in my submission, his moral responsibility is no less detached from the foreseeable and well-known consequences of its criminal conduct.

224 I had the opportunity of reading *Pushpanathan* at length. It deals in 1994 with statistics. And I am just going to make a couple of comments. At paragraph 84 it says,

That the number of drug-related incidents reported annually ...

225 This is back in 1994 through 1996,

... increased in each of the past several years. In 1993, 56,811 incidents were reported. In 1994, that number had increased to 60,594. The latest reports show another increase from 1995 to 1996. In 1996 and the end thereof, there were 2,899 drug offenders incarcerated in Federal institutions, constituting 21.3% of the Federal prison population.

In Canada, the total cost to society of substance abuse has been estimated to be 18.45 billion annually. Of this amount, the cost flowing from illicit drugs is 1.4 billion.

In 1992, there were 732 deaths, 7,095 hospitalizations and 58,571 hospital days in Canada attributable to illicit drugs. Mortality from illicit drugs is less than that for alcohol and tobacco, but tends to involve younger victims.

226 In a case called *Cunningham*, [1996] O.J. No. 448, there was a discussion about the moral responsibility of the importer for the degradation and harm and destruction caused in Canadian society. The court said,

Those who import and market hard drugs for lucre are responsible for the gradual but inexorable degradation of many of their fellow human beings as a result of their becoming drug addicts. That direct cause of the hardship cast upon their victims and their families, these importers must also be able to bear their fair share of the guilt for the innumerable serious crimes of all sorts committed by addicts in order to feed their demand for drugs. Such persons with few exceptions, such as, example, the guilt of addicts who import not only to meet but also to finance their needs, is necessarily the same in degree as that of the cold-blooded non-users. And they should, upon conviction, in my respectful view, be sentenced to and actually serve long periods of penal servitude.

227 And finally in this segment, Mr. Justice Lyon in a case called *Coore*, [1994] O.J. No. 1830, C-O-O-R-E, talked about the proliferation of crime caused by deeds, people like Malanca have been found guilty of.

Quite simply, drugs is the overriding cause of crime in Toronto. Everything else from the drug trade, violent crimes, break-ins, robberies, prostitution, assaults, gangs, etcetera. Selling drugs, selling cocaine, may seem to you and another people who want to become involved like a victimless crime. Here it is; some person comes up, they want to buy something from you, you sell it to them, who is hurt? And even if the purchaser is hurt, well, they are free and able to make their own decisions. But there are many victims of this activity, altogether, apart from the buyer who becomes an addict or who has already become an addict because somebody else sold it to them. We know that they have to have money to buy this drug and that's where the crime comes in; raising money in order to buy the drugs. And it becomes an addiction. It is something that they don't seem to be able to control. It has been compared to a scourge and an epidemic and a cancer in our society. And it is all of those things. It has very far-reaching effects.

228 Crown counsel has urged me to sentence Malanca to the maximum penalty, which in this case is life imprisonment. The question then becomes when should a maximum penalty be given?

229 The Supreme Court of Canada in a case called *Cheddisingh*, which is found at [2004] 1 S.C.R. 433, is a case where the Chief Justice made the following comments:

We agree with the appellant's counsel that such terms such as stark horror,' worst offence,' and worst offender' add nothing to the analysis and should be avoided. All the relevant factors under the Criminal Code must be considered. A maximum penalty of any kind will by its very nature be imposed only rarely, and is only appropriate if the offence is of sufficient gravity and the offender displays sufficient blameworthiness. As is always the case with sentencing, the inquiry must proceed on a case-by-case basis.

230 Crown counsel referred me to a number of older cases, the first being a case called *Zizzo*, [1975] O.J. No. 86, Z-I-Z-Z-O, where the Ontario Court of Appeal dealt with a case concerning the importation and trafficking of heroin. Now, this was some time ago. The court went on to say,

To sentence any of the appellants to a term of less than life imprisonment would fail, in our view, to convey the condemnation that society must have with respect to such conduct. It is disgusting to contemplate the degradation and ruination that would have been visited upon hundreds of persons in this country had the appellants' plan succeeded. Attempts were made to distinguish between the degrees of participation by several of the appellants. We agree with the trial judge that being involved to any substantial degree in a crime of this enormity calls for a sentence of life imprisonment for each of those who did participate.

The analysis has to proceed individualistically. In my view, there are enough foundations in the evidence before me to sustain the imposition of such a sentence and it accords, too, with the general principles that are enunciated in the cases.

- **231** The Court of Appeal of Ontario in a case called *Arisha and Mohammad* considered a life sentence that had been posed for trafficking three kilograms of heroin where significant profits were made. The two accused were sentenced to terms of life imprisonment. That offence was one of the utmost gravity, just like this one is.
- 232 I must look at the evidence that exists in this particular case and make my decision, utilizing all the valued principles set out in the case law.
- 233 Malanca is a prolific player, morally responsible for it.
- **234** The court in that case commented,

The appellants were operating at an executive level in the organization to which they belonged. The offence was one which called for the most severe penalty that could be imposed, and we would not be warranted in interfering with the sentence meted out to these appellants by the learned trial judge.

235 What about the United States? What is there position? There is a case called *Harmalin and Michigan*, 501 U.S. 957, in which the Supreme Court of the United States made some comments. The general comment was joined by Justices Kennedy, O'Connor and Suitor, and concluded,

Although a sentence of life imprisonment without parole is the second most severe penalty permitted by law, it is not grossly disproportionate to Harmalin's crime of possessing more than 650 grams of cocaine. His suggestion that the crime was non-violent and victimless is false to the point of absurdity. Studies demonstrate the grave threat that illegal drugs, and particularly cocaine, pose to society in terms of violence, crime and social displacement. The amount of cocaine Harmalin possessed had a potential yield of between \$32,500 and \$65,000 doses. And the Michigan legislature could with reason conclude that possession of this large an amount is momentous enough to warrant the deterrence and retribution of a life sentence without parole.

Given the severity of Harmalin's crime, there is no need to conduct a comparative analysis between his sentence and the sentences imposed for other crimes in Michigan and for the same crime in other jurisdictions.

236 Justice Scalia then commented,

For example, since deterrent effect depends not only upon the amount of the penalty but upon its certainty, crimes that are less grave but significantly more difficult to detect may warrant substantially higher penalties. Grave crimes of the sort that will not be deterred by a penalty may warrant substantially lower penalties, as may grave crimes of the sort that are normally committed once in a lifetime by otherwise law-abiding citizens who will not profit from rehabilitation.

237 Justice Kennedy commented,

These and other facts and reports detailing the pernicious effects of the drug epidemic in this country do not establish that Michigan's penalty scheme is correct or the most just in any abstract sense. But they do demonstrate that the Michigan legislature could with reason conclude that the threat posed by the individual and society by possession of this large amount of cocaine, in terms of violence, crime and social displacement, is momentous enough to warrant the deterrence and retribution of a life sentence without parole.

238 There is only one case that I was able to find in Canadian jurisprudence of a recent time

that dealt with a similar kind of situation as we are faced here. And that is a case called *Fievet*, [1997] N.B.J. No. 329, F-I-E-V-E-T, a 1997 case from New Brunswick.

- **239** In that case, the accused wit no prior record was convicted of conspiracy to import narcotics. I make a point at this time that this case is a case reported in French. I was unable to read it with exactness, but the *Carswell* version had a synopsis of it in the head note. And although it is always risking to refer to the head note, I think it contained enough bare bones that the essential parts of it are clearly made known.
- 240 An accused with no prior record was convicted of conspiracy to import narcotics. He was the controlling mind behind a massive international conspiracy to import 5,400 kilograms of nearly pure cocaine into Canada. The drugs were seized, which resulted in the largest cocaine seizure in Canadian history, with a street value exceeding one billion. The accused committed the offence for financial gain and he was sentenced to life imprisonment.
- **241** Among other things, the court commented on the vulnerability of Atlantic Canada to international drug trafficking and the disastrous consequences of cocaine abuse in the community. The court emphasized general deterrence as the paramount consideration in this case.
- **242** The court also found that there was no rule of law barring the application of the maximum sentence to a first offender.
- **243** Notwithstanding the absence of a criminal record, the extent of the accused's criminal operations, along with the motive for financial gain and the sophistication of the accused commanded the maximum sentence. The disastrous consequences of cocaine abuse in the community called for this sentence, emphasizing significant general deterrence.
- 244 The Crown took the position here that the only safe sentence is a life sentence and that is the only way Malanca can forever be kept under the supervision of the state in order to ensure his normative character of criminal conduct is curbed, controlled and contained.
- **245** The convictions in this case concern offences that attract a punishment of life imprisonment. Parliament has debated the punishment for this type of conduct and is determined that a life sentence is reflective of the seriousness of these offences, in the community's estimation.
- 246 The defence, on the other hand, indicated that Malanca was a young first offender. There were many mitigating circumstances as I have already alluded to. Parity and proportionality require that he be treated no more severely than Roberts who received 19 years for taking full responsibility for the total amount of cocaine that arrived in Canada, as well as for other charges to which he plead guilty at the same time. Notwithstanding he had been found guilty of conspiracy to import cocaine and importing cocaine and notwithstanding some of his minor associates were sentenced to lengthy terms of imprisonment, counsel suggested that the appropriate sentence would be eight years in the penitentiary.

- 247 With respect to the findings made by the jury.
- 248 It is important to note that Malanca did not take the stand and testify that he was only a minor player in the conspiracy, that the conspiracy only lasted a short period of time and that he did not know the total weight of the cocaine coming back, but that he was in for only enough to make his participation in the airplane flight costs worth participating in.
- **249** I, again, stress that I am mindful that there is no onus on Malanca to testify about any of those matters.
- **250** Mr. Silverstein wants me to interpret the jury's findings as being capable of supporting those findings because the jury did not give precise answers with respect to his degree of participation in the conspiracy, the length of time he was involved in the conspiracy and the knowledge that he had with respect to the quantity of cocaine on the flight.
- **251** There was no direct oral evidence introduced to assist in the making of any of those interpretations.
- **252** Mr. Silverstein conceded in his submissions that nobody makes arrangements for a plane to fly in doses that are only of a nominal amount.
- 253 The jury had the benefit of 170 telephone calls, audio and videotapes, pictures, oral evidence of persons in authority who were at the airport when the aircraft landed. The evidence of Sergeant Woodman who assisted in interpreting and giving meaning to the words spoken, the way in which they were spoken, the necessity for secrecy between co-conspirators, the submissions of counsel and the charge and re-charge to it, and they were able to consider the totality of the evidence in order to determine the degree of participation of Malanca in the conspiracy and the knowledge that he had with respect to the quantity of cocaine that was imported on that day.
- **254** It is not difficult to conclude that quantity and eventual return in dollars assist in understanding what a person is in for when considering what was alleged against Malanca.
- **255** The jury was able to consider the big picture as it pertained to Malanca.
- 256 There is no question in my mind and I am satisfied beyond a reasonable doubt that Malanca was at the pinnacle of the pyramid of his many associate criminal fellows that he hung around with, and was totally involved in the orchestration, planning and carrying out of the lengthy conspiracy of which he was found guilty.
- 257 I have read and re-read the telephone calls, reviewed all of the other evidence, the closing addresses and the submissions on sentence. All the same kinds of things that the jury had to consider, absent the submissions on sentence. And I am satisfied that the evidence supports the findings that Malanca was totally involved in the conspiracy for the complete time alleged

and had full knowledge of the quantity of cocaine that was going to arrive in Canada on November 7th, 2001.

- **258** I am further satisfied beyond a reasonable doubt that he was the big guy, the boss, the leader, orchestrator, planner and financier of this criminal association, who was able to sit back in anonymity, safely in his home, car and far-flung meeting places around the greater Toronto area, away from the prying eyes of law enforcement officials where he undertook the complete management of the conspiracy to import cocaine and the actual importation of the drug.
- 259 I am also satisfied beyond a reasonable doubt that based on the evidence introduced that there was no ambiguity capable of allowing me to determine on an evidentiary basis that the jury may have or could have made a determination that Malanca was not involved in the total overall conspiracy alleged, or that he only participated for a very short period of time, or that he was not a leader or boss or big man in the overall scheme, or that he did not have knowledge of the total weight of the cocaine that was arriving at the airport.
- **260** The only ambiguity concerning Malanca's participation and knowledge that would trigger those considerations, as I am required to undertake pursuant to the authority in *Braun*, would relate to who was on the plane and whether Malanca had any knowledge of the hashish on the plane.
- **261** Clearly the jury rejected the theory that Malanca imported hashish and that included knowledge of the presence of hashish.
- **262** Nothing turns on who was on the plane.
- 263 The onus rests on the defence in this particular case to establish that an ambiguity exists that would, in effect, direct me to sentence Malanca to a lesser term in the penitentiary because of his lesser degree of participation. This would result in a sentence that would be closer to the minimum in ranges as opposed to the maximum in range. Counsel has not discharged that onus.
- **264** I am satisfied that the evidence before the jury is overwhelmingly clear and established beyond a reasonable doubt that he was involved for a very long period of time in the conspiracy to import the cocaine, and that the length of time was not limited to the few days as suggested by Mr. Silverstein. As well, he had full knowledge of the quantity that was arriving.
- **265** It is clearly understandable that there would be no discussion between he, Niemi or Roberts or any of the others as to what was going to arrive on the plane or the weight of cocaine that would be imported.
- **266** I am mindful of the appearance of unfairness that may be caused by disparity in sentences concerning a number of associates involved in the same kind of criminal association at the same or different levels of participation and knowledge. All is directed by Mr. Justice Rosenberg.
- **267** But let us try to do an assessment for a moment, if we can, of who Malanca is.

- 268 Malanca was leading a double life. He was a chameleon, able to change his persona to fit the situation as he determined it to be, not unlike Dr. Jeckyl and Mr. Hyde. On the one hand, he was a businessman, described by Mr. Sack, as in the mortgage business, lending money, connected with important people and able to deal with other business matters in a professional manner with attention to detail. He was personable, prompt and aware of the difficulties in converting an old building into a new, modern restaurant that he was setting up in Bolton, Ontario. He had all the trappings of a legitimate, law-abiding, young businessman trying to get ahead. He was apparently a respected businessman who was able to understand the details of a deal.
- **269** On the other hand, he was a big-time drug importer, capable of orchestrating from the highest heights the importation of one-third of a ton of cocaine into Canada. He did this for his own enrichment with a view to profiting in huge sums of money and without any concern for the effect this drug could have on the populace. He was a sophisticated, dedicated, top of the pyramid planner who orchestrated a devious, unlawful and devastating criminal activity involving the importation of a third of a ton of cocaine into Canada.
- **270** This goes to the moral responsibility that this man has and points to the gravity of the offence.
- 271 There is no question in my mind that what went on in this case was a persistent, on-going plan and deliberate enterprise orchestrated by Malanca who was a kingpin in a sophisticated, multi-level, multi-national and multi-million dollar drug operation. He is incorrigible and continued in the drug business even after the seizure had happened on November the 7th. Malanca was the kingpin in the sophisticated operation.
- **272** He was a criminal, acting in a criminal way overall in the lengthy period of time involved here, calculating, organizing and planning in order to participate in the drug culture at the highest level.
- 273 Stand up, please, Mr. Malanca.
- **274** I have reflected for a considerable time during this week about what range of sentence to impose on you today.
- **275** I have considered all of the heads of sentencing, including general deterrence, retribution, punishment, rehabilitation, the principles of restorative justice, your personal situation, the mitigating circumstances and the aggravating circumstances, as well as the current state of law in Canada concerning the importation of a large quantity of cocaine and the whole spectre of deleterious, catastrophic mayhem that results from cocaine when it hits the street.
- **276** I have considered the legal tenants of parity and proportionality and the directions for our Court of Appeal. And as I have said, I am aware that if I sentence you to more than the penitentiary term that Roberts received, there may well be an appearance of unfairness.

- 277 However, to merely echo the result meted out to Roberts some four years ago or so would not serve the public interest, and in my view, would bring the administration of justice into disrepute.
- **278** What you have been convicted of are grave offences and I am satisfied that you are totally, morally and legally responsible.
- **279** Although specific deterrence is necessary, that necessity pales compared to the general deterrence that will occur as a result of the sentence that I am about to impose.
- 280 You are a despicable, cowardly, unremorseful purveyor of misery, death and destruction.
- 281 The comments of the learned trial judges quoted above set out carefully, clearly, eloquently and accurately why it is that people like you need to be sentenced to lengthy terms of imprisonment. And anyone outside of this courtroom should understand that if they should replicate the activity that you undertook, they will be subject to the severest penalty and those severest penalties are the ones envisioned by the parliament of Canada.
- **282** The people's representatives in Parliament did not idly or with an absence of thought determine that the maximum penalty for the importation of a controlled substance, like cocaine, in the amount that was involved here, should be life imprisonment.
- **283** I am aware that life imprisonment rarely is imposed on an importer of cocaine.
- **284** However, parliament chose not to quantify how much or how little cocaine needed to be imported to attract a life sentence.
- 285 I do know that small quantities imported by couriers attract relatively lengthy penitentiary sentences.
- 286 You are not a courier, nor are you involved with a minimal quantity of cocaine.
- **287** With respect to the life sentence meted out in *Fievet*, with respect to 454 kilograms of cocaine, I am advised that that sentence has not been overturned on appeal.
- 288 There is no precedent for describing what quantity will attract the severest penalties. I do not intend here to define the limit over which a life sentence will be meted out to anyone who imports that particular amount.
- **289** The quantity in this case is enormous, filling five hockey equipment bags and weighed almost a third of a ton and carried a street value of many millions of dollars.
- 290 Your conduct was extremely egregious.
- **291** The orchestration and planning was sophisticated.

- **292** Rarely, if ever, do courts have the opportunity to deal with someone who occupies the very pinnacle at the top of the pyramid, the pyramid that must exist in order for vast quantities of cocaine to be distributed on the street.
- **293** I am satisfied in all of the circumstances that a fair, fit and just sentence, taking into consideration all of the guiding principles set out in the *Criminal Code* and the applicable case law, is life imprisonment.
- **294** I hereby sentence you to life imprisonment on count one and life imprisonment to be served concurrently on count two.
- **295** That completes my comments.
- 296 Please remove Mr. Malanca.
- **297** MR. ANDREOPOULOS: Just to be clear, if there is any other indictment in the file charging Mr. Malanca, that it should be marked withdrawn, please, at the Crown's request. Just for the record.
- **298** THE COURT: All right. You perhaps can dig those out for me. I'd be happy to endorse them.
- 299 MR. ANDREOPOULOS: Thank you, Your Honour.
- **300** THE COURT: Thank you.
- 301 COURT REGISTRAR: The sittings of this court are now concluded. Long live the Queen.

End of Document

This is Exhibit "93" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Muca

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024. Her Majesty the Queen v. Malanca

[Indexed as: R. v. Malanca]

88 O.R. (3d) 570

Court of Appeal for Ontario,
Armstrong, Juriansz and LaForme JJ.A.

December 7, 2007

Criminal law -- Sentencing -- Importing narcotics -- Youthful first offender being sentenced to life imprisonment for conspiracy to import cocaine and importing 270 kilograms of cocaine -- Accused's appeal being allowed -- Sentencing judge misapplying principle of parity where co-accused who received 19-year sentence was charged with other serious offences, pleaded guilty and had criminal record -- Life sentence not having been imposed in Ontario for importing cocaine -- High end of range being around 20 years' imprisonment -- Sentence imposed by trial judge being crushing and leaving little room for accused's rehabilitation -- Sentence being reduced to 19 years' imprisonment.

Criminal Law -- Sentencing -- Principles -- Life imprisonment for importing narcotics -- Trial judge finding that accused being overall boss of importation ring -- Co-accused being sentenced to 19 years' imprisonment following joint submission on early guilty plea -- Trial judge failing to give adequate weight to rehabilitation given accused's relative youth and absence of prior criminal record -- Co-accused sentenced on basis that he orchestrated offence -- Life imprisonment never before imposed for importing cocaine into Ontario -- Sentence manifestly unfit -- Sentence appeal allowed and sentence reduced to 19 years' imprisonment.

Criminal law -- Trial -- Charge to jury -- Trial judge

improperly referring to "pit of stomach" test in charging jury on reasonable doubt -- Rest of charge on reasonable doubt being exemplary -- Jury would not have been confused as to proper standard of proof to apply -- Accused admitting that he was involved in drug trade -- Trial judge not erring in failing to give specific limiting instruction on how to use this evidence of discreditable conduct.

The accused, who was 26 or 27 years old at the time of the offences and who had no criminal record, was convicted of conspiracy to import cocaine and importing 270 kilograms of cocaine. The trial judge instructions on reasonable doubt included a direction that a reasonable doubt is something one feels in the "pit of [page571] the stomach". He was sentenced to life imprisonment. The accused appealed the conviction and the sentence.

Held, the conviction appeal should be dismissed; the sentence appeal should be allowed.

While the trial judge made several errors or misstatements in his charge to the jury, the charge as a whole would have left the jury in no confusion as to the proper standard of proof to apply.

In applying the principle of parity, the trial judge referred to a co-accused who received a 19-year sentence after pleading guilty. However, that co-accused was charged with other serious offences and, unlike the accused, was neither a youthful offender nor a first time offender. In addition, the trial judge found that the accused was the prime mover in the importation scheme. However, when the co-accused was sentenced, the agreed upon facts indicated that he orchestrated the offence. There was no principled reason why the most severe sentence available in Canada should have been imposed on a youthful first offender, despite the gravity of the offences and the accused's role in them. There is no Ontario authority where a life sentence has been imposed for importing cocaine. Cases involving the importation of large quantities of cocaine into Canada where it was considered to be at the higher levels of the importation hierarchy reveal a high end range of

sentence at about 20 years' imprisonment. Those cases also involved much larger quantities of cocaine or offenders with prior criminal records. The sentence imposed in this case was crushing and left little room for the accused's rehabilitation which was a significant factor to be considered given the accused's relative youth and lack of a prior criminal record. The sentence was varied to 19 years' imprisonment.

Cases referred to

R. v. Lifchus, [1997] 3 S.C.R. 320, [1997] S.C.J. No. 77, 118 Man. R. (2d) 218, 150 D.L.R. (4th) 733, 216 N.R. 215, 149 W.A.C. 218, [1997] 10 W.W.R. 570, 118 C.C.C. (3d) 1, 9 C.R. (5th) 1; R. v. Starr, [2000] 2 S.C.R. 144, [2000] S.C.J. No. 40, 148 Man. R. (2d) 161, 190 D.L.R. (4th) 591, 258 N.R. 250, 224 W.A.C. 161, [2000] 11 W.W.R. 1, 147 C.C.C. (3d) 449, 36 C.R. (5th) 1, consd

R. v. Fievet, [1997] A.N.-B. no 329, 191 N.B.R. (2d) 185, 488 A.P.R. 185 (Prov. Ct.), distd

Other cases referred to

R. v. Archer, [2005] O.J. No. 4348, 203 O.A.C. 56, 202 C.C.C. (3d) 60, 34 C.R. (6th) 271 (C.A.); R. v. Bertucci, [2002] O.J. No. 3870, 169 C.C.C. (3d) 453 (C.A.); R. v. Bisson, [1998] 1 S.C.R. 306, [1998] S.C.J. No. 21, 155 D.L.R. (4th) 531, 222 N.R. 365, 121 C.C.C. (3d) 449, 14 C.R. (5th) 1; R. v. Bolus, [2002] O.J. No. 386 (C.A.); R. v. Farrah, [2004] O.J. No. 2089, 187 O.A.C. 76, 186 C.C.C. (3d) 347 (C.A.); R. v. Feeley, [2003] 1 S.C.R. 64, [2003] S.C.J. No. 6, 301 N.R. 115, 171 C.C.C. (3d) 353, 2003 SCC 7, affg (2001), 55 O.R. (3d) 481, [2001] O.J. No. 3359, 156 C.C.C. (3d) 449, 46 C.R. (5th) 307 (C.A.); R. v. J.P.S., [2001] O.J. No. 1890, 50 W.C.B. (2d) 161 (C.A.); R. v. Pan; R. v. Sawyer, [2001] 2 S.C.R. 344, [2001] S.C.J. No. 44, 200 D.L.R. (4th) 577, 270 N.R. 317, 85 C.R.R. (2d) 1, 155 C.C.C. (3d) 97, 49 C.R. (5th) 203, 2001 SCC 42; R. v. Pilgrim, [2001] O.J. No. 4253, 150 O.A.C. 394 (C.A.); R. v. Rhee, [2001] 3 S.C.R. 364, [2001] S.C.J. No. 69, 96 B.C.L.R.

(3d) 224, 204 D.L.R. (4th) 618, 275 N.R. 281, [2002] 1 W.W.R. 409, 158 C.C.C. (3d) 129, 46 C.R. (5th) 233, 2001 SCC 71; R. v. Ruddick, [1980] O.J. No. 1534, 57 C.C.C. (2d) 421 (C.A.); R. v. Russell, [2000] 2 S.C.R. 731, [2000] S.C.J. No. 56, 87 Alta. L.R. (3d) 1, 192 D.L.R. (4th) 585, 261 N.R. 339, [2001] 2 W.W.R. 407, 149 C.C.C. (3d) 66, 38 C.R. (5th) 1 (sub nom. R. v. Russell (M.E.)); R. v. W. (D.), [1991] 1 S.C.R. 742, [1991] S.C.J. No. 26, 46 O.A.C. 352, 122 N.R. 277, 63 C.C.C. (3d) 397, 3 C.R. (4th) 302; [page572] R. v. Zebedee (2006), 81 O.R. (3d) 583, [2006] O.J. No. 2628, 212 O.A.C. 23, 211 C.C.C. (3d) 199 (C.A.)

Statutes referred to

Criminal Code, R.S.C. 1985, c. C-46, s. 718.2 [as am.]

Authorities referred to

Armstrong, Simon, Sentencing Drug Offenders (Aurora, Ont.: Canada Law Book, 2004)

APPEAL from the conviction entered on October 21, 2005 for conspiracy to import cocaine and importing cocaine, and from the sentence imposed by Thomson J., sitting with a jury, [2006] O.J. No. 1974 (S.C.J.).

P. Andras Schreck and Jennifer A.Y. Trehearne, for appellant.

Kevin Wilson and Chris de Sa, for respondent.

The judgment of the court was delivered by

LAFORME J.A.: --

Introduction

[1] The appellant and a co-accused were tried for the

following offences: conspiracy to import cocaine, importing cocaine, and importing hashish. The jury found the appellant guilty of conspiracy to import cocaine and importing cocaine, but not guilty of importing hashish. His co-accused was acquitted on all counts.

- [2] The importing conviction consisted of bringing some 270 kilograms of cocaine into Canada from Jamaica. On the evidence of intercepted phone calls the trial judge found, at the time of his sentencing, that the appellant was "the overall boss in the conspiracy to import cocaine and continued in that capacity as a party to the importation itself". The trial judge sentenced the appellant to the maximum penalty, imprisonment for life.
- [3] He appeals both his conviction and sentence. The appellant submits that in the trial judge's charge to the jury he committed two errors: (i) he improperly instructed on the standard of proof; and (ii) he failed to give a limiting instruction respecting evidence of other criminal activity by the appellant.

Background

- [4] On November 7, 2001, a private jet landed at Lake Simcoe Regional Airport near Barrie, Ontario. Police officers who were waiting for the plane observed people arrive in several vehicles, approach the plane, and then walk away carrying bags. The people [page573] in and around the plane were arrested, including the pilot. The police seized several bags containing a total of 270 kilograms of cocaine and 16.4 kilograms of hashish.
- [5] The appellant was not among the people arrested, nor was he anywhere near the plane. The Crown's theory was that the appellant was involved in arranging the importation of both the cocaine and hashish, both on this occasion and in the past. The appellant and several other people were arrested on July 9, 2002.
 - [6] The Crown's case rested almost entirely on intercepted

telephone communications. The intercepts showed that the appellant and others were clearly involved in agreements to effect some unlawful purpose. Included in the Crown's theory was that the pilot of the plane and other persons involved on this occasion had been involved with the appellant in the past.

- [7] It was the defence position that although the appellant was clearly involved in the importation of controlled substances, he was importing hashish or hashish oil, not cocaine. Furthermore, the appellant's position was that he was not involved in arranging the November 7 flight and had no prior knowledge of it.
- [8] I will provide other relevant facts and background when I discuss the related issues in this appeal. In that regard, and for the reasons that follow, I would dismiss the appeal against conviction. At the same time, I would grant leave to appeal the life sentence imposed, allow the appeal, and substitute a term of imprisonment of 19 years.

The Conviction Appeal

- (i) Jury charge -- Reasonable doubt
- [9] The trial judge gave the jury the standard Lifchus instruction on reasonable doubt. However, he added the following explanation of "reasonable doubt":

The phrase "beyond a reasonable doubt" is a very important part of our criminal system. Reasonable doubt is not a farfetched or frivolous doubt. It is not a doubt based on sympathy or prejudice. It is a doubt based on reason and common sense. The old pit of the stomach test. You have got to feel it. That is what common sense is all about. Common sense is something that you have collectively gained, again, over the passage of years.

(Emphasis added)

[10] The appellant argues that by telling the jury that a reasonable doubt is something they have to "feel" in the "pit

of the stomach" and by equating common sense with such a feeling, the trial judge engaged in misdirection. He contends that by instructing the jury that "a feeling" is "what common sense is all about", the trial judge effectively invited the jury to decide [page574] the case based on intuition instead of a reasoned and logical analysis of the evidence.

[11] Later in his charge, the trial judge gave the following instruction:

So, when you go to your jury room, use the same old common sense we have talked about, that you use everyday in getting yourself up in the morning. Why do you get up [in] the morning [at] 6 o'clock? Answer, I have to go to work. Or I have to go to Tim Horton's, or I have to do something. There is a reason for everything. Common sense tells you how you move from stage one to stage two in your reasoning process. There is no magic formula in deciding how much or how little to believe of a witness's testimony or how much to rely upon it in deciding the case.

- [12] The appellant argues that this instruction is contrary to directions from the Supreme Court of Canada in that the deliberation process should not be likened to the approach one takes to everyday decisions. See R. v. Bisson, [1998] 1 S.C.R. 306, [1998] S.C.J. No. 21, 121 C.C.C. (3d) 449, at p. 454 C.C.C.
- [13] There are several factors, as I will demonstrate, that support upholding the trial judge's charge in this case. And, after considering those factors, I am satisfied that the trial judge's description of the meaning of "reasonable doubt" although regrettable in part nevertheless, meets the standard required by the Supreme Court of Canada in R. v. Lifchus, [1997] 3 S.C.R. 320, [1997] S.C.J. No. 77, 118 C.C.C. (3d) 1 and R. v. Starr, [2000] 2 S.C.R. 144, [2000] S.C.J. No. 40, 147 C.C.C. (3d) 449. I am convinced that the jury in this case was not confused as to the proper standard of proof to apply in its deliberations.

The law on reasonable doubt

- [14] The question in this case -- as it is in all cases where a trial judge's instructions on reasonable doubt are impugned -- is whether there is a reasonable likelihood that the jury was under a misapprehension as to the correct standard of proof to apply: Starr, supra, at para. 233; R. v. Archer, [2005] O.J. No. 4348, 202 C.C.C. (3d) 60 (C.A.), at para. 37. In answering this question the charge must be assessed by reading it in its entirety, and not by focusing on particular words that might have been omitted or included: R. v. Bertucci, [2002] O.J. No. 3870, 169 C.C.C. (3d) 453 (C.A.), at para. 9.
- [15] Although the Supreme Court in Lifchus has set out specific language that it recommends be used for the purpose of defining "reasonable doubt", this language is not mandatory. And as that court stated in R. v. Russell, [2000] 2 S.C.R. 731, [2000] S.C.J. No. 56, 149 C.C.C. (3d) 66, at para. 23, an appellate court should only interfere if there is a "serious concern about the [page575] validity of the jury's verdict [leading] to the conclusion that the accused did not have a fair trial".
- [16] There have been numerous cases that have examined reasonable doubt jury charges in the wake of Lifchus and Starr. The cases have consistently stressed the need for flexibility and shown hesitancy towards reversing a trial result based on the presence of a few misspoken words. At the same time, however, this court has repeatedly stated that the boundaries set out by the Supreme Court must be guarded. It is this balance that I have kept in mind when analyzing the charge that is the subject of this appeal.
- [17] In R. v. Zebedee (2006), 81 O.R. (3d) 583, [2006] O.J. No. 2628, 211 C.C.C. (3d) 199 (C.A.), at para. 41, this court upheld a charge where a judge told jurors that they need proof that "convinces your mind and satisfies your conscience". Although this type of "morality-laden language" should be avoided, it is not automatically fatal to the charge. In R. v. Pan; R. v. Sawyer, [2001] 2 S.C.R. 344, [2001] S.C.J. No. 44, 155 C.C.C. (3d) 97, at para. 127, the Supreme Court of Canada allowed a jury charge where the judge told the jury: "You must

be able to say to yourself, 'He is really guilty. Of that I am morally certain.' " $\,$

[18] Other charges have been upheld in which judges have told juries that, reasonable doubt has an "ordinary natural meaning" and no "special connotation": R. v. Feeley (2001), 55 O.R. (3d) 481, [2001] O.J. No. 3359, 156 C.C.C. (3d) 449 (C.A.), [See Note 1 below] and which contained "timid juror" references: See Zebedee, supra, at para. 53.

Application to this case

- [19] As I alluded to earlier, there are a number of factors that are important when considering jury charges that on their face fall short of the standard, such as is contended in this case. Some of these factors are particularly relevant in this case.
- [20] The first factor is whether the rest of the charge was exemplary: Feeley, supra. When a charge closely tracks the model charge from Lifchus with only slight deviations, it is unlikely that the jury has been misled as to the standard to be applied: Archer, supra, at para. 38. In R. v. Pilgrim, [2001] O.J. No. 4253, 150 O.A.C. 394 (C.A.), at para. 4, the jury charge took six hours to deliver and had raised only one objection by defence. In dismissing the appeal, Justice Borins wrote that "with the exception of the impugned aspect of the charge, it represents a model charge". In my view, this is such a case. [page576]
- [21] The second factor is whether the judge correctly explains the concept elsewhere. In R. v. W. (D.), [1991] 1 S.C.R. 742, [1991] S.C.J. No. 26, 63 C.C.C. (3d) 397, at pp. 409-10 C.C.C., the Supreme Court of Canada in discussing the burden of proof observed that [at para. 30]:

Where an error is made in the instruction on the burden of proof, the fact that the trial judge correctly instructed on that issue elsewhere in the charge is a strong indication that the jury were not left in doubt as to the burden resting on the Crown. [See Note 2 below]

- [22] Here, the trial judge gave the complete Lifchus charge not once but twice. He briefly explained to the jury the requirement of proof beyond a reasonable doubt at the commencement of the trial. On October 12, he instructed the jury on reasonable doubt in a fashion wholly consistent with Lifchus. On October 14, the trial judge once again instructed the jury on reasonable doubt, which was also consistent with Lifchus except for the impugned sentences. Leaving aside the sentences in question, the concept was fully and properly explained to the jury.
- [23] The third factor is whether the instructions on reasonable doubt are preceded by full and complete instructions on the presumption of innocence and the burden of proof:

 Zebedee, supra, at para. 41. If reasonable doubt is strongly linked with the presumption of innocence, it is less likely that the jury will have been misled by the direction: Feeley, supra, at para. 13.
- [24] The impugned sentences in this charge obviously refer to the trial judge's attempt to define common sense in an unsophisticated and simple fashion. If his instructions had ended with this comment, it would have been a more troubling charge. However, the trial judge not only qualifies his definition correctly with the sentence that immediately follows, but defines it even further, wholly in accordance with the requirements of Lifchus.
- [25] The trial judge instructed that the standard of proof beyond a reasonable doubt is linked to the presumption of innocence. Thus, the charge linked the two concepts adequately. He instructed the jury repeatedly that the presumption of innocence remained unless and until the Crown had proved every element of the offences beyond a reasonable doubt, and that the accused had no obligation to prove anything.
- [26] Additionally, in further compliance with Lifchus, the jury was instructed to decide the case without sympathy, prejudice or fear. On at least two occasions the jury was instructed that [page577] reasonable doubt is based upon reason

and common sense, although on the second occasion the trial judge unnecessarily included the impugned sentences. The jury was instructed that the standard of proof "logically arises from the evidence or the lack of evidence". And, the jury was instructed that more is required than that the accused is probably or likely guilty. He added that "proof of probable or likely guilt is not proof beyond a reasonable doubt".

- [27] A fourth -- and very important -- factor identified by this court is whether a jury convicts an accused on some counts while acquitting on others. Doing so strongly suggests that the jury appreciated the requisite standard of proof for a conviction: R. v. J.P.S., [2001] O.J. No. 1890, 50 W.C.B. (2d) 161 (C.A.), at para. 23; R. v. Bolus, [2002] O.J. No. 386 (C.A.).
- [28] Here, the jury found the appellant guilty of conspiracy to import cocaine and importing cocaine, but not guilty of importing hashish. And as I noted at the outset, they found the co-accused who was tried with him not guilty on all counts. Considering the complexity of the evidence in this case, these verdicts strongly suggest that the jury was applying a high standard of proof and not relying only on emotion, feeling or intuition.
- [29] In the end, when the jury charge in this case is considered in its entirety, and not by focusing on the particular words that were included, the appeal must be dismissed. That is to say, in answer to the question that is central in cases such as this, there was no reasonable likelihood that the jury was under a misapprehension as to the correct standard of proof to apply.

The "Tim Horton's" charge

[30] As set out above, the trial judge also referred to the process of making everyday decisions in part of his jury charge. The appellant argues that the trial judge invited the jury to take the same approach to a finding of guilt as they would to making everyday decisions. This type of instruction has been said to be inappropriate by the Supreme Court. The

respondent argues that the judge, in this passage, was describing only the reasoning process to be applied to making individual findings of fact along the way.

- [31] In my view, the respondent is correct. When the trial judge gave this part of the charge, the trial judge had moved on from explaining the basic principles on to the evaluation of the evidence. In the impugned passage, the judge says that "common sense tells you how you move from stage one to stage two in your reasoning process". This comment is prefaced, however, by his instructions to rely (or not rely) on the testimony of witnesses, the audio recordings, and the presentation of counsel. [page578]
- [32] Once again, I am satisfied that when the jury instructions are read as a whole, the jury would not have misunderstood the correct standard of proof required to convict the appellant. This argument, respectfully, does not alter my opinion on the charge respecting reasonable doubt that was given in this case.
- [33] Before leaving this area of appeal, I wish to make a brief comment about this charge on reasonable doubt. This court has said on numerous occasions that language such as that used by the trial judge in this case ought to be avoided. After Lifchus and Starr it was expected that this ground of appeal would virtually disappear. Regrettably, that does not appear to be the case. Nevertheless, I do not view this unfortunate and unnecessary language as being fatal in this case.
- [34] Upon consideration of the factors set out above, it is my view that they support the conclusion that this jury charge did not mislead the jury as to the proper standard of proof to be applied. In my view, when read as a whole, the instructions on reasonable doubt were adequate and met that test. I would reject this ground of appeal.
 - (ii) Jury charge -- Other discreditable conduct
- [35] At trial, through his trial counsel, the appellant acknowledged that he was involved in the drug trade, although

not cocaine. In light of this, counsel requested that the jury be given a limiting instruction. That is, he wanted the trial judge to warn the jury that it was not to infer that the appellant was the type of person who was likely involved in the cocaine trade. He now says that the trial judge erred because he neither responded to this request, nor gave the limiting instruction.

- [36] In my view, and as with the previous ground of appeal, when the jury instructions are read as a whole, the trial judge adequately dealt with the evidence of other criminal activity by the appellant. I reach this conclusion for two reasons.
- [37] First, the trial judge instructed the jury that their concern was the alleged cocaine conspiracy, and not other possible conspiracies. The judge clearly explained that the appellant's general involvement in the drug trade was to have no effect on their decision about the cocaine conspiracy. However, while the appellant acknowledges this aspect of the jury charge was given several times, he argues that it falls short of what is mandatory.
- [38] The appellant submits that there are two mandatory components to a limiting instruction regarding evidence of prior discreditable conduct. He argues that the jury must be instructed [page579] that they are not to use the evidence in two ways: (i) to punish the accused person other than for the offences charged; and (ii) to reason that the accused person is, by virtue of his involvement in other discreditable conduct, the type of person to commit the offences charged and is therefore more likely to be guilty.
- [39] A most telling portion of the trial judge's charge to the jury, and which I believe addresses the grievance of the appellant, is as follows:

Again, there was a concession, and counsel did not suggest that these people were up to something that was legal. In fact, quite the opposite, that they may well have been up to something illegal.

Further, it is most likely that Malanca and Blewitt were involved in the drug trade. However, they are not charged with being involved in the drug trade. You are not here to punish them for things they did quite outside anything that is alleged against them here. So, because they may have trafficked with Magic or taken his pails or done something, it has nothing to do with what is going on here and you are not to punish them by convicting them of these charges because they appear to have made some admission about something that had gone [on] historically in the past. That is a given.

They can only be convicted after the Crown has proven beyond a reasonable doubt that they conspired to import, and in fact, imported the specific drugs named in the three counts. That is important.

- [40] These instructions, especially in the context of the charge read as a whole and with what I say below, provides ample warning to the jury as to the limited use that could be made of any character or propensity evidence: R. v. Ruddick, [1980] O.J. No. 1534, 57 C.C.C. (2d) 421 (C.A.). In sum, it was clear in the jury instructions that the appellant was not to be found guilty for being a bad person. A precise statement to this effect was unnecessary.
- [41] Second, there was no risk that the jury was confused about the possible uses of general propensity evidence. The appellant asserted at trial that the conversations were about unrelated discreditable conduct. It was the appellant who tactically chose to put his own general character in issue. The appellant's theory itself would, therefore, impress upon the jury the limited use that could be made of any evidence found to be associated with other drug activity.
- [42] Finally, this court's decision in R. v. Farrah, [2004] O.J. No. 2089, 186 C.C.C. (3d) 347 (C.A.) does not assist the appellant. In Farrah, unlike here, there was no instruction whatsoever as to how the jury should deal with the accused person's admission that he was a drug dealer.

[43] For these reasons, I would reject this ground of appeal. [page580]

The Sentence Appeal

[44] The principles of sentencing relied upon by the trial judge in this case are captured in the following passage from his reasons [at para. 33]:

The cases tell us that the paramount considerations in sentencing are deterrence and denunciation. The two overriding considerations are the gravity of the offence and the degree of responsibility of the offender in making sure that the sentence he receives is proportionate to these two considerations. Deterrence must always reflect the moral culpability of the offender, as well as the seriousness of the offence.

- [45] The trial judge considered mitigating factors that could be applied to diminish the appellant's sentence. He noted that the appellant was 26 or 27 years old when he was convicted of the offences and he was a first time offender who has the support of his family and friends. He observed that while the appellant's background consisted of some traumatic experiences, they could not be described as unusual. He noted that the appellant has two legitimate businesses: one concerns mortgages and financing, and the other is a restaurant.
- [46] As to any aggravating factors, the trial judge concluded that the appellant was the "boss" who "occupies the very pinnacle at the top of the pyramid" in this criminal conspiracy. He found that the appellant had no regard for those below him in the drug business, nor any for the ultimate victims of drug use. He concluded that the appellant was motivated solely by greed. "[T]he most aggravating factor of all," he noted, "was the immense quantity of cocaine imported and the unbelievable effects that that would have been visited on the public in Canada" [at para. 59].
- [47] In addition to considering the principles of deterrence and denunciation, the trial judge also noted that he must

consider sentencing principles of parity and totality. In this regard he alluded to another co-accused who received an effective sentence of 19 years imprisonment "as a result of a guilty plea at a very early opportunity after being detained without bail" [at para. 61]. It was a joint submission.

- [48] In sentencing the appellant to life imprisonment, I am of the view that the trial judge erred in two ways. First, he misapplied the principle of parity, and second, he arrived at a sentence that is manifestly unfit in all the circumstances.
- [49] Regarding the first error, s. 718.2(b) [of the Criminal Code, R.S.C. 1985, c. C-46] requires that a sentencing judge take into consideration the principle that:
 - (b) [A] sentence should be similar to sentences imposed on similar offenders for similar offences committed in similar circumstances. [page581]
- [50] The co-accused's plea and sentence of 19 years included the same November 7, 2001 importation as well as other offences including a completely separate importation conspiracy and other drug offences. Moreover, unlike the appellant, that co-accused was neither a youthful offender nor a first time offender. These differences, in my view, were very relevant to the principle of parity and were not given sufficient consideration by the trial judge.
- [51] As to the second error, I can find no principled reason why the most severe sentence available in Canada should have been imposed on the appellant, a youthful first offender. The trial judge appears to have believed that the gravity of the offences and his view of the appellant's role in the crimes weighed in favour of the most severe sentence. Respectfully, in all the circumstances, I must disagree.
- [52] The trial judge emphasized two features as aggravating to such an extent that it warranted life in prison. First, he found "the most aggravating factor" to be the amount of cocaine imported and its negative impact on members of society. Second, he found that the appellant was the "big guy, the boss, the

leader, orchestrator, planner and financier" of the conspiracy to import cocaine.

- [53] While these are indeed important factors to consider, and the offences the appellant was convicted of were very serious, they did not add up to this offender being required to serve a life sentence. The life sentence imposed, in my opinion, was manifestly unfit in all the circumstances.
- [54] The only authority the Crown was able to provide as a precedent in which a life sentence was imposed for importing cocaine was the case of R. v. Fievet, [1997] A.N.-B. no 329, 191 N.B.R. (2d) 185 (Prov. Ct.). Fievet is a New Brunswick Provincial Court decision in which a life sentence was imposed for importing 5,400 kilograms of cocaine into Canada, which had a street value of over one billion dollars. The importing conviction in this case consisted of some 270 kilograms. The amount seized in Fievet, therefore, is 20 times the amount seized in this case. [See Note 3 below]
- [55] It is important to note that the reported decision relied on by the sentencing judge in Fievet was in French, which the trial judge was unable to read, and thus he relied on the headnote, which was in English. In this regard, the headnote reports that Fievet had no previous criminal record, yet nowhere in the trial [page582] judge's reasons does he state this fact. Thus, it is entirely unclear as to what, if any, consideration the sentencing judge in Fievet gave to this important factor.
- [56] Also, the sentencing judge in Fievet placed weight on his belief that drug importation is a greater concern in the Atlantic provinces and British Columbia than it is in Ontario. And finally, he found that rehabilitation is a relatively unimportant factor in drug importation cases. While the sentencing judge in Fievet may be correct in the former -- although I am not deciding the point -- he was incorrect on the importance of rehabilitation as a general principle.
- [57] In my view, given that the court in Fievet -- as compared to this case -- was not dealing with a youthful first

offender, and given the extreme difference in the quantity of drugs seized as well as the court's findings on regional differences, Fievet is of little assistance to this court. Thereafter, there is no Ontario authority where a life sentence has been imposed for importing cocaine. And, while it may be that at some point in time a case may cry out for such a sentence, this is not that case.

- [58] Cases involving the importation of large quantities of cocaine into Canada where it was considered to be at the higher levels of the importation hierarchy, reveal a high end range of sentence at about 20 years imprisonment. Furthermore, these cases also involved much larger quantities of cocaine -- in the thousands of kilograms -- or offenders with prior criminal records. Again, that is different from this case.
- [59] Moreover, and importantly, given that the appellant is a youthful first offender, the primary objectives to be considered by the sentencing judge should have included individual deterrence and rehabilitation. Ordinarily these are paramount objectives in such circumstances and require a sentence that should be the minimum sentence necessary in all the circumstances. See Simon Armstrong, Sentencing Drug Offenders (Aurora, Ont.: Canada Law Book, 2004) at 1:300.30.50.
- [60] Respectfully, little to no regard was given to these important principles by the trial judge in this case when he considered a fit and proper sentence for the appellant. Indeed, the life sentence imposed in this case was crushing and left little room for the appellant's rehabilitation.
- [61] Finally, it is not at all clear that the evidence supports the conclusion that the appellant was the "boss" in this conspiracy, especially as between him and the co-accused who pled guilty and received 19 years imprisonment. In fact, the synopsis read in at the co-accused's sentencing hearing -- upon which the Crown presumably relied -- described the co-accused as having "orchestrated" the November 7 importation. [page583]
 - [62] I would, therefore, grant leave to appeal the life

sentence; I would allow the appeal and reduce the sentence to the same as that of the other co-accused. That is to say, I would reduce the appellant's sentence from life imprisonment to that of 19 years imprisonment.

Disposition

[63] I would, for all of the above reasons, dismiss the appeal against conviction. I would, however, grant leave to the appellant to appeal his sentence, allow the appeal, and reduce his sentence to 19 years imprisonment.

Conviction appeal dismissed; sentence appeal allowed.

Notes

Note 1: Note Feeley concerned a pre-Lifchus charge.

Note 2: Although this case long predates Lifchus, it was cited approvingly in R. v. Rhee, [2001] 3 S.C.R. 364, [2001] S.C.J. No. 69, 158 C.C.C. (3d) 129, at para. 34.

Note 3: In the reasons for sentence, the trial judge in Malance is reported as noting that the amount of cocaine seized in Fievet was 454 kg. when it was actually 5,400 kg. If the reasons reported are accurate -- and not a typographical error -- the trial judge's mistake as to the amount may have further misled him in his sentencing.

This is Exhibit "94" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

SUPREME COURT OF CANADA

Home > **Cases** > **SCC Case Information** > Summary

Summary

32484

Alfredo Malanca v. Her Majesty the Queen

(Ont.) (Criminal) (By Leave)

Keywords

Criminal law.

Summary

Case summaries are prepared by the Office of the Registrar of the Supreme Court of Canada (Law Branch). Please note that summaries are not provided to the Judges of the Court. They are placed on the Court file and website for information purposes only.

Criminal law - Charge to jury - Reasonable doubt - Whether Court of Appeal erred by concluding that because the jury convicted the Applicant on some counts and acquitted him on another, the jury must have had a correct understanding of the concept of reasonable doubt.

In 2001, police officers arrested a number of people at an airport and seized 270 kilograms of cocaine and 16.4 kilograms of hashish. The Applicant was not among the people arrested at the airport but he was charged with conspiring to import and importing cocaine and hashish based on intercepted telephone communications. The Applicant was convicted by a jury of conspiracy to import cocaine and of importing cocaine. He was acquitted on one count of importing hashish. On appeal, the Applicant argued that the trial judge improperly instructed the jury on the standard of proof required for a conviction.

Date modified: 2016-05-02

This is Exhibit "95" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

PROJECT MANAGEMENT AGREEMENT

Made as of July 31, 2020

Between

GO-TO SPADINA ADELAIDE SQUARE INC.

as Owner

and

TBD

as Manager

and

GO-TO DEVELOPMENTS HOLDINGS INC.

as Consultant 1

and

AKM HOLDINGS CORP.

as Consultant 2

TABLE OF CONTENTS

ARTICLE 1	
INTERPRETATION	
1.1 Definitions	2
1.2 General	7
ARTICLE 2	
RETAINER OF MANAGER AND CONSULTANT	7
2.1 Appointment of and Acceptance by Manager and Consultant	
2.2 Representation by Manager	
2.3 Standard of Care	
2.4 Term of Agreement	
ARTICLE 3	
MANAGER SERVICES AND DISTRIBUTION	o
3.1 Scope of Authority	
1 · · · · · · · · · · · · · · · · · · ·	
3.3 Budgets, Plans, Reports and Banking	
3.4 Discharge Liens	14
ARTICLE 4	
MANAGER GENERAL SCOPE OF AUTHORITY FOR CONDOMINIUM IMPROVED	MENTS
	14
4.1 Security	14
4.2 Personnel	14
4.3 Services, Materials and Supplies	15
4.4 Insurance Management	
4.5 Outside Consultants and Counsel	16
4.6 Additional Services	16
4.7 No Concessions to the Manager	16
ARTICLE 5	
MANAGEMENT FEES	17
5.1 Management Fees.	
5.2 Consultant's Fees.	
	/
ARTICLE 6	
CONTRIBUTIONS, DISTRIBUTIONS AND FINANCING	
6.1 Owner Equity Contribution	
6.2 Manager Payment of Property Expenses	
6.3 Construction Financing	
6.4 Guarantees and Indemnities	
6.5 Security for Third Party Financing	
6.6 Repayment of Owner Equity Contribution and Manager's Advances	
6.7 Subordination of Owner Equity Contribution and Manager's Advances	
6.8 Manager Advance Shortfall	19
ARTICLE 7	
APPROVALS	20
7.1 Specific Approvals	

ARTICLE	8	
TERMINA	TION OF AGREEMENT	21
8.1	Termination of Agreement	21
8.2	Delivery of Records	22
8.3	Effect of Continued Performance	
8.4	Duties of Owner Flowing From Termination	
8.5	Rights on Termination	23
8.6	Owner' Duties Regarding Employees	23
8.7	Payment of Fees on Termination	23
8.8	Loans Guaranteed by Manager	23
ARTICLE	9	
	ΓΙΕS AND LIABILITY	23
9.1	Indemnity by Owner	
9.2	Indemnity by Manager	
ARTICLE	. 10	2.4
	Notices	
	11 ASSIGNMENTS	
	Assignment by Manager	
11.3	3 Assignment by Owner	26
ARTICLE	. 12	
GENERAL		26
	Arbitration	
	2 Currency	
	3 Validity of Provisions	
	1 Waiver	
	5 Lawyer's Fees	
	Headings	
	Gender and Number	
	B Entire Agreement	
	Computation of Time Periods	
12.1	0 Governing Law	28
	1 Status Report	
12.1	2 Time of the Essence	28
12.1	3 Obligations as Covenants	28
12.1	4 Amendment of Agreement	28
12.1	5 Successors and Assigns	28
12.1	6 Accounting Principles	28
12.1	17 HST	28
12.1	8 Force Majeure	29
SCHEDIII	E A PROPERTY	1
SCHEDUL	E B AGREEMENTS OF PURCHASE AND SALE	2
SCHEDUL	E C PLAN	3

THIS PROJECT MANAGEMENT AGREEMENT made as of April 5, 2019.

AMONG:

GO-TO SPADINA ADELAIDE SQUARE INC., as general partner of GO-TO SPADINA ADELAIDE SQUARE LP

a corporation formed under the laws of the Province of Ontario,

(hereinafter called the "Owner")

- and -

TBD

a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Manager")

- and -

GO-TO DEVELOPMENTS HOLDINGS INC.

a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Consultant 1")

-and-

AKM HOLDINGS CORP.

a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Consultant 2")

The Consultant 1 and Consultant 2 are hereinafter collectively referred to as the "Consultant"

RECITALS:

- A. The Owner is the registered owner of the Property.
- B. The Owner, the Manager and the Consultant have agreed to enter into this Agreement to confirm the Manager as the development and construction manager of the Project on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and the sum of \$1.00 paid by each party hereto to each of the other parties hereto and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions**

In this Agreement unless there is something in the subject matter or context inconsistent therewith, the following words shall have the respective meanings set forth in this Section 1.1:

- (a) "Affiliate" of a party hereto means:
 - (i) any corporation or Person which beneficially owns, directly or indirectly, voting securities of such party which carry at least 51% of the votes for the election of directors of such party and such votes are sufficient, if exercised, to elect at least 51% of the board of directors of such party; or
 - (ii) any corporation of which such party or such party's Affiliate (within the meaning of Subsection (i)) beneficially owns, directly or indirectly, voting securities which carry at least 51% of the votes for the election of directors of such corporation and such votes are sufficient, if exercised, to elect at least 51% of the board of directors of such corporation.
- (b) "Agreement" means this Project Management Agreement, as amended, supplemented and restated from time to time.
- (c) "Agreement of Purchase and Sale" means the agreements of purchase and sale listed and described in Schedule "B" hereto;
- (d) "Approved Construction Budget" means the budget in respect of the design and construction of the Condominium Improvements and any revisions thereto in each case approved by the Owner from time to time pursuant to Subsection 7.1(d), the preliminary form of which is annexed hereto as Schedule "D".
- (e) "Arm's Length" has the meaning given to it in the *Income Tax Act* (Canada);
- (f) "Article", "Section" and "Subsection" mean and refer to the specified article, section or subsection of this Agreement, respectively.
- (g) "Business Day" means any day, other than a Saturday, Sunday or a legal holiday in Toronto, Ontario; and "Business Days" means more than one Business Day.
- (h) "Capital Tax" means any existing or proposed taxes pursuant to any federal or provincial legislation imposed on either of the Owner and based on or computed by reference to the paid-up capital or place of business of such Co-owner or based upon or computed by reference to the taxable capital employed in Canada, or any similar tax levied, imposed or assessed in the future or in lieu thereof or in addition thereto by any municipal, legislative or parliamentary authority including, without limitation and for greater certainty, any federal large corporations tax.
- (i) "City" means the City of Toronto, in the Province of Ontario.

- (j) "Condominium Improvements" means all matters required to plan, design, and construct the Project and to market and sell each of the condominium, parking and locker units and model suites within the Project. For greater certainty, this shall include but not be limited to (i) arranging for the preparation of all surveys, plans, investigations, reports and studies necessary for the Project, (ii) preparing and submitting all applications to the relevant governmental authorities for all required consents, approvals and permits, including, engineering approvals, site plan approval, condominium plan approval and rezoning of the Property to develop the Project, and attending all meetings and hearings in relation to these applications and submissions, (iii) preparing all Approved Construction Budgets for the planning, design, construction, development, marketing and sales of the Project, (iv) negotiating with the appropriate governmental authorities any architectural requirements in connection with the Project to be constructed on the Property, (v) arranging for all construction financing necessary to complete the Project (vi) undertaking and managing all elements of the construction of the Project and (vii) complying with all Tarion warranties and obligations pursuant to the *Ontario New* Home Warranties Plan Act, S.O. 1998 c.18.
- (k) "Construction Consultant Fee" means the construction consultant fee payable to the Consultant pursuant to Section 5.2.
- (l) "Construction Costs" means those costs to be paid or incurred in connection with design, planning and construction of the Condominium Improvements, as set out in the Approved Construction Budget, as amended from time to time, such amendments being subject to approval by the Owner pursuant to the terms of Section 7.1 of this Agreement, provided that, for greater certainty, Construction Costs shall not include the value of the Property or any costs incurred in connection with the acquisition of the Property.
- (m) "Construction Management Fee" means the construction management fee payable to the Manager pursuant to Section 5.1.
- (n) "Consultant" means Go To Developments Holdings Inc ("Consultant 1") and its successors and permitted assigns and AKM Holdings Corp. ("Consultant 2") and its successors and permitted assigns.
 - The Consultant 1 and Consultant 2 are hereinafter collectively referred to as the "Consultant"
- (o) "Development Consultant Fee" means the development consultant fee payable to the Consultant pursuant to Section 5.2.
- (p) "Contracts" means all contracts and agreements (other than employment contracts of the Manager) entered into with third parties by the Manager within the scope of its authority granted under and pursuant to ARTICLE 3 and renewals thereof and amendments thereto.

- (q) "Development Management Fee" means the development management fee payable to the Manager pursuant to Section 5.1.
- (r) "Emergency" means a condition or circumstance occurring in or about the Project which, if not remedied immediately, may result in damage to the Project or damage to other property or in physical injury or death.

(s) "Event of Default" means:

- (i) a fraudulent act committed by the Manager in the performance of its duties under this Agreement; or
- (ii) a breach by the Manager of any trust or fiduciary duty created by this Agreement for funds received by it, the Manager's refusal to account for such funds or the failure of the Manager to perform its duties and discharge its obligations under this Agreement resulting from an abandonment of the Project by the Manager; or
- (iii) the failure of the Manager to perform its duties and discharge its obligations under this Agreement which results in the development and construction management of the Project not being carried out in a business-like manner in keeping with the standards for similar real estate developments in the vicinity of the Project of similar size and quality, or results in the interest of either of the Owner being materially prejudiced; or
- (iv) The Manager failing to make any Manager Advances when they are required to promptly pay Property Expenses.
- (t) "Event of Insolvency" means any one or more of the following events, namely:
 - (i) if the Manager shall:
 - (A) be wound-up, dissolved or liquidated, or become subject to the provisions of the *Winding-up Act* (Canada) or any successor legislation thereto or have its existence terminated or have any resolution passed therefor;
 - (B) make a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or any successor legislation thereto; or
 - (C) propose a compromise or arrangement under the *Companies' Creditors Arrangement Act* (Canada) or any successor legislation thereto or shall file any petition or answer seeking any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for debtors or for the benefit of creditors; and/or

- (ii) if a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Manager seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors and the Manager shall acquiesce in the entry of such order, judgment or decree and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of 45 days (whether or not consecutive) from the day of the entry thereof; or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for the Manager or of all or any substantial part of its property with the consent or acquiescence of the Manager or such appointment shall remain unvacated or unstayed for an aggregate of 45 days (whether or not consecutive); and/or
- (iii) if the Manager is a wholly-owned subsidiary of a corporation, then if the aforesaid events in clauses (A) and (B) occur with respect to such parent of the Manager.
- (u) "Gross Revenues" means the gross revenues earned indirectly or directly by or on behalf of the Owner in a Management Year from all sources whatsoever from the ownership, operation and sales of the Project, determined on a cash rather than an accrual basis.
- (v) "HST" means the tax imposed under Part XI of the Excise Tax Act, as amended or re-enacted from time to time, provided that in the event that any similar tax is introduced in any Province, all references to "HST", "HST Authorization", "Excise Tax Act" and "Receiver General of Canada" shall apply, mutatis mutandis, with respect to such tax and its payment.
- (w) "Limited Partnership Agreement" means the limited partnership agreement dated as of April 4th, 2019 in respect of Go-To Spadina Adelaide Square LP.
- (x) "Management Year" means the period of 12 months ending on December 31 in each year or such other period as may be designated from time to time by the Owner.
- (y) "Manager" means Go-To Developments Holdings Inc. and its successors and permitted assigns.
- (z) "Manager Advance Shortfall" has the meaning set forth in Section 6.8 hereof.
- (aa) "Manager Advance Shortfall Imputed Interest" has the meaning set forth in Section 6.8 hereof.
- (bb) "Manager's Advances" has the meaning set forth in Section 6.2 hereof.
- (cc) "**Notice**" has the meaning set forth in Section 10.1 hereof.

- (dd) "Notice of Complaint" has the respective meanings set forth in Subsections 8.1(a) and 8.1(c).
- (ee) "Notice of Termination" has the respective meanings set forth in Subsections 8.1(a) and 8.1(c).
- (ff) "Owner" means Go-To Spadina Adelaide Square Inc.
- (gg) "Owner Equity Contribution" means the amount of \$27,250,000.00 to be paid by the Owner as a capital contribution to the Project to be used in connection with the acquisition of the Property pursuant to the Agreement of Purchase and Sale.
- (hh) "Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or entity however designated or constituted.
- (ii) "Property" means the properties listed and described in Schedule" C" hereto,
- (jj) "**Property Costs**" means the amount of Seventy-Four Million and Two Hundred and Fifty Thousand Dollars (\$74,250,000.00) for the Property.
- (kk) "Prime Rate" means the floating annual rate of interest (which is calculated daily) established from time to time by the head office in Toronto of The Toronto-Dominion Bank (the "Bank") as the reference rate it will use to determine rates of interest payable by the most preferred commercial borrowers of the Bank on loans to such borrowers in Canada evidenced and secured only by a promissory note (as distinct from the rate of interest chargeable for small business loans sometimes referred to as the "prime small business loans interest rate").
- (II) "**Profit**" means the figure obtained upon subtracting the Property Expenses from the Gross Revenues.
- (mm) "Project" means the design and construction on the Property.
- (nn) "Property Expenses" means all expenses incurred (and whether or not incurred in the ordinary course) in a Management Year by or on behalf of the Owner to develop, service, build, operate, insure, repair, replace, maintain and sell the Project including, without limitation and duplication, expenses which in accordance with generally accepted accounting principles would not normally be expensed in the year incurred but would be capitalized and amortized over more than a 1 year period, and the following:
 - (i) debt service pursuant to any Third Party Financing, namely (i) monthly amounts to be applied against realty taxes, if any, (ii) interest, (iii) the contractual principal payments on the mortgage loan secured thereby and (iv) any other monies payable by the Owner thereunder;

- (ii) the Development Management Fee, the Construction Management Fee, the Development Consultant Fee and the Construction Consultant Fee; and
- (iii) business taxes and realty taxes including local improvement rates.

In determining Property Expenses no inclusions shall be made for (i) depreciation or capital cost allowance or (ii) expenses of a personal nature to any Owner such as but not limited to income or corporations taxes (including capital tax) or (iii) interest or other amounts paid or payable by a Defaulting Party or (iv) any costs incurred prior to the date of this Agreement (other than Land Costs);

- (00) "Related Person" means with respect to the Manager, a Person, firm or association in which the Manager or a director, shareholder, subsidiary, or Affiliate of the Manager has a direct or indirect ownership, managerial or financial interest or who otherwise does not deal at Arm's Length with the Manager.
- (pp) "Tarion" means Tarion Warranty Corporation.
- (qq) "**Term**" means the period of time commencing on the date of this Agreement and initially ending on the third anniversary thereof, together with renewals as contemplated herein.
- (rr) "Third Party" means with respect to any Owner, any Person which is not a Related Person.
- (ss) "Third Party Financing" means the non-recourse financing to be obtained from a financial institution in the maximum amount possible to fund all the Construction Costs, which is intended to be secured by a mortgage of the Property from time to time.

1.2 General

Headings contained herein are inserted for convenience of reference only and are not to be considered for the purposes of interpretation. All monetary references are to Canadian dollars. Words importing the singular shall include the plural and vice versa.

ARTICLE 2 RETAINER OF MANAGER AND CONSULTANT

2.1 Appointment of and Acceptance by Manager and Consultant

- (a) The Owner hereby appoints and retains the Manager to carry out the duties provided for herein relating to the management, operation, construction, maintenance, repair, servicing, sales, accounting and reporting for the operations of the Project on the terms and conditions and for the remuneration provided for in this Agreement.
- (b) The Manager accepts its appointment in accordance with the terms of this Agreement.

- (c) The Owner hereby appoints and retains the Consultant to carry out the duties provided for herein relating to overseeing all aspects of the planning process and development and construction of the Project on the terms and conditions and for the remuneration provided for in this Agreement.
- (d) The Consultant accepts its appointment in accordance with the terms of this Agreement.

2.2 Representation by Manager

The Manager represents and warrants to the Owner that the Manager has, as at the date of this Agreement and will have throughout the Term of this Agreement, all of the requisite skills and experience to carry out the Manager's obligations and duties under this Agreement.

2.3 Standard of Care

The Manager shall carry out its duties under this Agreement diligently and expeditiously and with due care. The Manager will carry out its duties in an efficient manner in keeping with standards of development and project managers of projects similar to the Project in the City.

2.4 Term of Agreement

This Agreement shall commence as of the date hereof and, unless otherwise terminated in accordance with the provisions of Section 8.1, shall continue in full force and effect for the Term. Unless otherwise terminated in accordance with Section 8.1 hereof, the parties hereto agree that this Agreement shall be automatically renewed for successive 1 year periods following the initial term.

ARTICLE 3 MANAGER SERVICES AND DISTRIBUTION

3.1 Scope of Authority

In connection with the performance by the Manager of its duties under this Agreement, subject to those matters set out in Section 7.1 of this Agreement which shall require the prior approval of the Owner, the Manager, in its capacity as agent for the Owner, shall have the authority and the obligation to undertake and complete the Condominium Improvements, which includes the day-to-day management and control of the Project, and which includes, without limiting the generality of the foregoing:

- (a) Subject to Section 4.3 hereof, to negotiate and settle, as agent for the Owner, all Contracts in respect of the Condominium Improvements provided that:
 - (i) the expenses to be incurred thereunder are provided for in the current Approved Construction Budget or have otherwise been approved by the Owner;

- (ii) each such Contract has a term of not more than 3 years and, notwithstanding its stated term, is terminable without penalty on not more than 3 months' prior notice;
- (iii) if in doing so, the Manager retains the services of any consultant, contractor or other party to undertake any work or activity on the Owner's behalf, the cost of which exceeds \$50,000 in a Management Year, the Manager (unless otherwise provided in the Approved Construction Budget or approved by the Owner) will call for competitive tenders and use reasonable efforts to obtain the most competitive prices, provided that the Manager shall be entitled to award the Contract to the party who, in the opinion of the Manager, acting reasonably, provides the most beneficial Contract taken as a whole; and
- (iv) the Owner shall enter into all Contracts in respect of the Condominium Improvements;
- (b) to incur on behalf of the Owner all other expenses, whether or not of a capital nature, provided for in the current Approved Construction Budget with respect to the item or category of expense therein provided;
- (c) to settle any claims made against the Owner provided that the amount claimed does not exceed \$10,000 over the amount of the reserve for litigation claims in the Approved Construction Budget;
- (d) promptly give to the Owner or its representatives, notice of any material damage to the Project when the Manager becomes aware of such damage and copies of any notices given by the Manager to any insurer of the Project with respect to any claim against the Owner or the Project or any circumstances which might give rise to any such claim; and
- (e) in the event of an Emergency when the representatives of the Owner cannot, after reasonable efforts in the circumstances by the Manager, be located for the purpose of giving their approval, to proceed and the Manager is hereby authorized and instructed to proceed, with such steps as in its discretion are deemed necessary for the protection or preservation of the Condominium Improvements, the Owner or the Manager, as the case may be, or from any penalty or other liability and, upon the happening of any such event, the Manager shall promptly give notice thereof to the other parties hereto.

3.2 Condominium Improvement Services

In furtherance of its obligation to undertake and complete the Condominium Improvements within the Property in a proper and efficient manner, but subject always to the terms and provisions of Section 3.1 and Section 7.1, the Manager shall:

(a) <u>General</u>: co-ordinate the construction of, in its capacity as construction manager, and oversee, the Condominium Improvements within the Property in compliance with the Approved Construction Budget, and keep the Owner reasonably informed

and maintain a continuing liaison with the Owner with reasonable frequency with respect thereto and shall consult with the Owner from time to time and obtain the approval of the Owner where required hereunder and carry out such other reasonable duties normally performed by a project and construction manager in connection with the development and construction of a site of the size, type and location of the Project;

- (b) <u>Supervision of Contracts</u>: conduct and co-ordinate the negotiation of all necessary Contracts and agreements pertaining to the Condominium Improvements and any amendments thereto or replacements thereof, and the Manager shall supervise and administer such contracts and agreements (including, without limitation, ensuring all contractors have appropriate insurance in place prior to entering the Project) and shall use all reasonable efforts to ensure that the parties to such contracts and agreements perform their obligations in a timely fashion;
- (c) <u>Permits</u>: direct the acquisition of, or supervise the trade and contractors in the acquisition of, all municipal or statutory licenses and permits as are necessary to permit the Project, construction and operation of the Condominium Improvements;
- (d) Zoning etc.: negotiate for and procure any necessary municipal or statutory approvals for the Condominium Improvements, including, if necessary, zoning amendments, preparation and deposit of plans and evidence of compliance with all building by-laws of, and subdivision and development agreements with the City;
- (e) <u>Government Interaction</u>: direct and conduct all day-to-day interaction and negotiations with the City and other applicable governmental authorities respecting the Condominium Improvements, subject to the right of the Owner to participate in such interaction;
- (f) <u>Construction Budget</u>: prepare and submit to the Owner for approval by the Owner of a budget for the design and construction of the Condominium Improvements, a preliminary version of which is annexed hereto as Schedule "B";
- (g) <u>Insurance</u>: during the period of any Condominium Improvements, the Manager will arrange for a minimum of:
 - (i) "All Risks" (including the perils of earthquake, flood, and collapse) Builders Risk Insurance (providing coverage at least equivalent to the latest CCDC 201 wording or its equivalent) covering all on-site and off-site work, materials and equipment related thereto to a limit representing 100% of total hard construction costs and including at least 25% of total soft construction costs;
 - (ii) Contractor's Liability Insurance to a limit of not less than \$5,000,000 per occurrence to cover third party claims arising out of the construction operations and including completed operations liability from commencement of construction until at least 12 months after completion. The Owner and

- any mortgagee shall each be an Additional Named Insured under the Contractor's Liability Insurance;
- (iii) Architects' and Engineers' Errors and Omissions Insurance to a limit of at least \$250,000 or such other limit as is acceptable to and/or required by the Owner or a lender covering all professionals engaged in the construction operations;
- (iv) Performance, and Labour and Material Bonds for such proportion of the contract price as may be required by the Owner or any lender, with any lender shown as a dual obligee, if required by the Owner or such lender; and
- (v) Such other forms of insurance (or any replacements or substitutions thereof or additions thereto) as the Owner, acting reasonably, may require from time to time given the nature of the security and that which a prudent owner of similar security would purchase and maintain, or cause to be purchased and maintained;
- (h) <u>Financing</u>: arrange for Third Party Financing with respect to the Condominium Improvements. The Owner covenants and agrees that the Manager shall be entitled to require the Owner to grant a mortgage on the Property to a Third Party lender in order to finance the Construction Costs provided that the terms and conditions of the Third Party Financing and any security in respect thereof have been approved by the Owner, and are in accordance with the terms of this Agreement;
- (i) <u>Tarion Obligations</u>: arrange for enrolment of the Project with Tarion (with the Owner being the vendor and the builder registered with Tarion for the Project), provide any additional indemnities required by Tarion in connection with the enrolment of the Project with Tarion, and take all steps necessary to ensure full compliance of the Project with all requirements of Tarion and the *Ontario New Home Warranties Plan Act*, S.O. 1998 c.18;
- (j) <u>HST Returns</u>: the Owner shall sign, and file, in the prescribed manner, and within the time prescribed, all HST returns relating to the Project. The Manager shall prepare and deliver to the Owner in a timely manner, for review and approval by the Owner, all HST returns and filings (and supporting documents and invoices) required pursuant to the terms of the *Excise Tax Act* (Canada) (as amended or reenacted from time to time). If any remittance of HST is required which cannot be paid from Gross Revenue at the time such remittance is due to be paid, the Manager shall advance to the Owner, pursuant to Section 6.2 hereof, such amounts as are required to pay such remittance in full on or before the date such remittance is required to be paid; and
- (k) <u>Performance of Obligations</u>: ensure its compliance with the terms and conditions of all contractual, statutory (including environmental) or municipal obligations with respect to the Project including, without limitation, making expenditures of monies to comply with this section in accordance with the Approved Construction Budget or as otherwise approved by the Owner.

3.3 Budgets, Plans, Reports and Banking

In connection with its obligation to manage the Condominium Improvements, the Manager shall:

- (a) prepare, for submission to the Owner for approval by the Owner, the following:
 - (i) Monthly Reports: after the end of each month in each Management Year, and within 10 days of such month-end, a copy of the bank statements for the Project and an updated status report regarding the status of the Project, including, without limitation, development and planning status, construction and sales of condominium dwelling, parking and locker units;
 - (ii) Quarterly Reports: after the end of each quarter in each Fiscal Year, and within 20 days of such quarter-end, a report regarding the status of the Project, including:
 - (A) the status of any litigation;
 - (B) an operating report including, but not limited to, an income statement, a balance sheet, a detailed trial balance, a bank reconciliation, changes in cash and accounts receivables and explanations of Approved Construction Budget variances;
 - (C) a list of discretionary or non-recurring committed expenditures in excess of \$5,000 each and the anticipated date of payment thereof; and
 - (D) a report on any other matters which have occurred relating to the Project in the quarter which the Manager reasonably believes are significant and should be brought to the Owner's attention or which the Manager believes to be significant and to be drawn to the attention of the Owner;
 - (iii) Annual Reports: within 60 days following the end of each Management Year a comprehensive report on the status of the Project for such Management Year;
- (b) <u>Banking</u>: handle all banking necessary for the due performance of accounting and administrative functions and for the receipt and disbursement of all monies pertaining to the Condominium Improvements. The Manager shall deposit in a separate account in the name of the Owner, all cash, cheques and other negotiable instruments received by the Manager. The Manager shall deal with such cash, cheques and negotiable instruments in accordance with sound management practices so that each of the Owner and the Manager is adequately protected, provided that all cheques shall require signature by a representative of the Owner;

- (c) <u>Monies held in Trust</u>: receive and hold in trust all monies received for or on account of the Owner solely for the account of and in trust for the Owner and deposit same immediately and solely into the account as contemplated by Subsection 3.3(b) and without being co-mingled with any other monies;
- (d) Provision of Funds: any funds required to complete the Condominium Improvements in excess of Third Party Financing and the Owner Equity Contribution shall be provided by the Manager and not the Owner, including, without limitation, any cost overruns. If the Manager fails to furnish such funds, the Owner may, but shall not be required to, expend its own funds in accordance with Section 6.8 hereof and the Owner shall have no liability whatsoever for any consequences arising from any refusal or failure by them to fund such amounts, and the Manager hereby agrees to indemnify and save the Owner harmless, for any and all actions by Third Parties arising from the Manager's failure to make any expenditures by reason of the failure to provide funds;
- (e) <u>Books of Account, Information</u>: at all times maintain at the Manager's office in Woodbridge, Ontario appropriate books of account and records with respect to all transactions entered into in the performance of the terms and provisions of this Agreement and all such books and records shall be accessible by the Owner at all reasonable times on Business Days. The Owner may, acting reasonably and at reasonable times, with reasonable notice in the circumstances, have access to all accounting information and books of account and records with respect to the Condominium Improvements and cause to be undertaken by auditors or others, at the cost of the Owner (except in the case of an Event of Default), inspections and audits of the books and records maintained by the Manager pursuant to this Agreement and relating to the Condominium Improvements;
- (f) Method of Keeping Accounts: maintain (in accordance with instructions given by the Owner to the Manager from time to time as to the manner in which the same shall be maintained) accounts with respect to matters arising under this Agreement in order for the Owner to readily extract financial statements pertaining to the Condominium Improvements in the form required by them. The Manager shall co-operate with the auditors of the Owner in the preparation of such financial statements and their presentation to the Owner;
- Inspection by the Owner's Auditors: make available to the auditors and appraisers retained by the Owner from time to time and in any event within 120 days after the end of each Fiscal Year, such information and material as they may require for purposes of their audits or reviews relating to the Condominium Improvements and as may be necessary for such auditors or appraisers properly to carry out their duties to their client and the Manager shall otherwise co-operate as may be necessary for such auditors or appraisers to carry out their duties;
- (h) Additional Reports and Information: in addition to the reports and statements to be provided pursuant to Subsections 3.3(a)(i), (a)(ii) and (a)(iii), provide any of the other parties hereto with whatever additional reports and information relating to the Condominium Improvements which it may reasonably request;

- (i) <u>Debt Servicing:</u> make or cause to be made any debt service payments and all costs relating to any Third Party Financing in respect of the Condominium Improvements; and
- (j) <u>General</u>: the performing and, where desirable, the contracting for all things necessary for the proper and efficient completion of the Condominium Improvements and the performing of every other reasonable act whatsoever in or about the Project to carry out the intent of this Agreement, provided that same is permitted in accordance with existing law.

3.4 <u>Discharge Liens</u>

The Manager shall pay any and all builders, mechanics or construction liens and all other liens for labour, services or materials alleged to have been furnished to or registered against or otherwise affecting the Project, or related to the responsibilities of the Manager to be satisfied, released, cancelled and vacated or in the event of a bona fide dispute by the Manager or the Owner of the validity or correctness of any claim for any such lien and subject to the direction of the Owner, to manage the defense against the same on its or their behalf in any proceedings brought in respect thereof and if so directed, and at the expense of the Owner (subject to Sections 3.3(d) and 6.2 hereof), pay into court or to the lien claimant the amount claimed and such costs as the court may direct and register all such documents as may be necessary to discharge such lien from title, or provide such other security in respect of such claim as the Manager may provide or as the Owner may in writing approve and direct.

ARTICLE 4 MANAGER GENERAL SCOPE OF AUTHORITY FOR CONDOMINIUM IMPROVEMENTS

4.1 Security

The Manager shall, as would a prudent owner of a Project reasonably similar to the Project in the City, arrange and supervise adequate security for the physical protection of the Project and, when necessary, for the control of vehicular and pedestrian access and egress, the cost of such security to be for the account of the Owner, all in accordance with the Approved Construction Budget.

4.2 Personnel

- (a) The Manager shall engage (either as employees of the Manager or as independent contractors to the Manager) such persons as shall be necessary for the continued and uninterrupted performance by the Manager of its obligations under this Agreement. The costs of such persons shall be paid by the Manager. None of such persons shall be, or be deemed to be, employees of the Owner and the Manager shall advise such staff at the time of hiring that they are employees of the Manager and not of anyone else.
- (b) The Manager shall, at its sole expense:

- (i) comply with all obligations to or in respect of its employees including compliance with all employment standards, human rights, health and safety, labour relations, workers' compensation, pay equity and employment equity legislation and all other legislation applicable to its employees;
- (ii) comply with all collective agreements and collective bargaining obligations;
- (iii) conduct all aspects of its labour relations so as to promote positive relations with employees and their representatives and so as to avoid labour problems by the prompt handling of grievances and complaints from the employees and their bargaining agents;
- (iv) make every effort to avoid any type of labour disruption and keep the Owner fully advised in a timely manner of the status of collective bargaining or other circumstances which could lead to a labour disruption;
- (v) promptly remit Employment Insurance, Canada Pension Plan and Workers' Compensation payments and other similar statutorily required payments and provide satisfactory proof thereof to the Owner as and when requested by the Owner;
- (vi) make all other payments to or on behalf of its employees in a timely manner and in accordance with its contractual and statutory obligations;
- (vii) ensure its employees are competent and properly trained and supervised to perform their duties in a safe and efficient manner and work in compliance with all applicable legislation and with all statutory rules and regulations and with the policies and directives of the Owner, in each case pertaining to the Project; and
- (viii) ensure that all contractors and their employees carry out the foregoing obligations.

4.3 Services, Materials and Supplies

(a) The Manager shall contract for the purchase of all services, materials and supplies provided by it in the performance of its duties and responsibilities under this Agreement which services, materials and supplies shall be paid for Third Party Financing or, to the extent such amounts are in excess of amounts available under Third Party Financing, by the Manager. Any single expenditure or contract amount for an annual expenditure exceeding the threshold amount agreed to by the Owner and set out in the Approved Construction Budget, which will initially be \$50,000.00, whether for services, materials or supplies, shall be made only after competitive prices (where available) have been ascertained and the written approval of the Owner has been obtained, provided however, that in cases of Emergency, the determination of competitive pricing shall not be required provided that the Manager notifies the Owner of such Emergency and the expenditures by the Manager in connection therewith as soon as reasonably possible thereafter.

(b) The Owner shall have to approve the form of agreement of purchase and sale that the Manager contracts with to sell the condominium dwelling, parking and locker units within the Project and the Owner shall agree on the sale price in each of the agreements of purchase and sale.

4.4 Insurance Management

The Manager shall use all reasonable efforts to place or cause to be placed all insurance with respect to the Project on behalf of the Owner as an insured party thereunder, required by the Owner in connection with any financing of the Project to the extent such insurance is available at a cost acceptable to the Owner. The Manager shall be responsible for settling the insurance contracts, renewing existing insurance coverage, filing claims, liaison with insurance adjusters and compliance with all statutory conditions and the various policies of insurance. The Manager will submit for approval of the Owner its recommendations as to insurance coverages and premiums prior to committing the Owner. All liability insurance shall include the Manager and those for whom the Manager is responsible at law as an additional insured. The Owner shall satisfy itself with respect to the adequacy of such insurance. All premiums and any deductible amount payable under the policies of insurance shall be paid by the Manager from its own funds to the extent not received from Third Party Financing.

4.5 Outside Consultants and Counsel

The Manager may appoint and retain, at its own expense, the services of such consultants and counsel in connection with any of the matters under the terms of this Agreement for which the Manager has responsibility as are approved in writing by the Owner, acting reasonably and without delay.

4.6 Additional Services

If the Manager, with the prior approval of the Owner, provides itself, rather than hiring a contractor or consultant, services in addition to those which it is required to provide under this Agreement (examples of such additional services being legal, waste removal, repair, maintenance, security and design services), the Manager may do so, provided that the Manager acknowledges and agrees that any and all such services are included within the Development Management Fee and the Construction Management Fee to be paid to the Manager as set out herein. The foregoing does not reduce or eliminate the responsibility of the Manager to provide those services for which the Development Management Fee and the Construction Management Fee are paid, as set forth in this Agreement.

4.7 No Concessions to the Manager

The Manager hereby undertakes not to accept for its own account in the execution of its duties under this Agreement any commissions, reductions, rebates, finder's fees or other concessions (other than air miles) from tradesmen, suppliers, contractors or insurers. If such concessions are received by the Manager, they shall be remitted to the Project as part of Gross Revenues. The Manager shall disclose to and obtain the approval of the Owner with respect to any proposed expenditure to any person not at Arm's Length from the Manager and (to the best of

the Manager's knowledge in accordance with prudent corporate policies in that regard) each of its directors and officers.

ARTICLE 5 MANAGEMENT FEES

5.1 Management Fees

For the management services provided by the Manager under this Agreement with respect to management of the construction of the Project, the Manager shall be paid, with respect to such services rendered in connection with management of construction of the Project, a construction management fee (the "Construction Management Fee"). The Construction Management Fee shall be equal to \$TBD for each condominium unit in the Project. Based on current projections (which are subject to adjustment based upon the final number of condominium units approved by the City and built in the Project), the Construction Management Fee will total \$TBD and shall be paid as set out in this Section. The Construction Management Fee will be payable to the Manager commencing upon the first day of the first month after the date of the first advance under the Third Party Financing for the Construction Costs, and is to be paid in equal monthly instalments over the projected term of the construction, subject to the consent of any lender under Third Party Financing for the Construction Costs, together with advances under the Third Party Financing. If permitted by the lender under the Third-Party Financing for the Construction Costs, the Development Management Fee will be paid from the first advance under such Third-Party Financing.

5.2 Consultant's Fees

(a) Consultant 1 Fee

For the consulting services provided by the Consultant 1 under this Agreement with respect to oversight of the planning and development of the Project, the Consultant 1 shall be paid a development consultant fee (the "Development Consultant Fee") "), and with respect to such services rendered in connection with oversight of construction of the Project, a construction consultant fee (the "Construction Consultant Fee"). The Development Consultant Fee shall be the lump sum of \$750,000.00 and shall be paid on the date of the first submission of Site Plan Application with the City. The Owner, in its sole discretion, subject to completion of percentage of services rendered to obtain appropriate development approvals from the relevant Government authorities, may pay in advance or defer all or any portion of the Development Consultant Fee to which the Consultant 1 is entitled to. The Construction Consultant Fee shall be equal to \$TBD for each unit in the Project. Based on current projections (which are subject to adjustment based upon the final number of units approved by the City and built in the Project), the Consultant Fee will total \$TBD and shall be paid as set out in this Section. The Construction Consultant Fee will be payable to the Consultant 1 commencing upon the first day of the first month after the date of the first advance under the Third Party Financing for the Construction Costs, and is to be paid in equal monthly instalments over the projected term of the construction, subject to the consent of any lender under Third Party Financing for the Construction Costs, together with advances under the Third Party Financing. If permitted by the lender under the Third-Party Financing for the Construction Costs, the Development Consultant Fee will be paid from the first advance under such Third-Party Financing.

(b) Consultant 2 Fee

For the consulting services provided by the Consultant 2 under this Agreement with respect to oversight of the planning and development of the Project, the Consultant 2 shall be paid a development consultant fee (the "Development Consultant Fee") "), and with respect to such services rendered in connection with oversight of construction of the Project, a construction consultant fee (the "Construction Consultant Fee"). The Development Consultant Fee shall be the lump sum of \$750,000.00 and shall be paid on the date of the first submission of Site Plan Application with the City. The Owner, in its sole discretion, subject to completion of percentage of services rendered to obtain appropriate development approvals from the relevant Government authorities, may pay in advance or defer all or any portion of the Development Consultant Fee to which Consultant 2 is entitled to. The Construction Consultant Fee shall be equal to \$TBD for each unit in the Project. Based on current projections (which are subject to adjustment based upon the final number of units approved by the City and built in the Project), the Consultant Fee will total \$TBD and shall be paid as set out in this Section. The Construction Consultant Fee will be payable to the Consultant 2 commencing upon the first day of the first month after the date of the first advance under the Third Party Financing for the Construction Costs, and is to be paid in equal monthly instalments over the projected term of the construction, subject to the consent of any lender under Third Party Financing for the Construction Costs, together with advances under the Third Party Financing. If permitted by the lender under the Third-Party Financing for the Construction Costs, the Development Consultant Fee will be paid from the first advance under such Third-Party Financing.

ARTICLE 6 CONTRIBUTIONS, DISTRIBUTIONS AND FINANCING

6.1 **Owner Equity Contribution**

The Owner shall make the Owner Equity Contribution to the Project to satisfy that portion of the acquisition costs of the Property pursuant to the Agreement of Purchase and Sale which are not being financed by Third Party Financing.

6.2 Manager Payment of Property Expenses

The Manager shall be responsible to pay all monies required over and above the Owner Equity Contribution and the advances made under the Third-Party Financing to promptly pay the Property Expenses when required ("Manager's Advances").

6.3 Construction Financing

The Manager shall arrange for a construction loan to fund the required Construction Costs in the maximum amount available to be secured by a first charge of the Property to be granted by the Owner on terms and conditions which are subject to Section 6.4 hereof and which are otherwise satisfactory to both the Owner and the Manager, each acting reasonably. If required, the Manager

shall also arrange for a deposit bond to secure purchaser deposits which may be utilized in the payment of Construction Costs.

6.4 Guarantees and Indemnities

In the funding of Construction Costs, in addition to the Owner Equity Contribution and the Manager's Advances, the primary policy of the Project shall be to obtain non-recourse mortgage and surety financing on the sole security of the Property from Third Party lending institutions in the highest amount obtainable and otherwise on such terms and conditions as are acceptable to the Owner and the Manager, each acting reasonably. The nature and amount of any financing required from time to time shall be reflected, to the extent possible, in an Approved Construction Budget. If non-recourse Third Party Financing cannot reasonably be obtained, then the Manager shall provide all reasonable guarantees and indemnities required to secure conventional debt financing, as determined by the Manager, acting reasonably. The Manager shall not receive any fee for providing any such guarantees and indemnities. The Owner shall not be required to give any guarantees or indemnities of any kind in connection with any Third Party Financing.

6.5 Security for Third Party Financing

A Third Party Financing shall be secured by the Owner delivering a non-recourse mortgage on the sole security of the Property to the lender under the Third Party Financing. Subject to Section 6.4 hereof, the Owner shall promptly execute and deliver such security documents and other assurances as may be necessary to effect the Third Party Financing.

6.6 Repayment of Owner Equity Contribution and Manager's Advances

Except (i) as contemplated by this Article and Article 8 and (ii) as may be otherwise expressly provided to the contrary by this Agreement, neither the Owner nor the Manager shall make demand for payment of the Owner Equity Contribution or the Manager's Advances before the completion of the refinancing or sale of the Project.

6.7 Subordination of Owner Equity Contribution and Manager's Advances

The Owner and the Manager confirm and agree that the Owner Equity Contribution and the Manager's Advances shall be subordinate to Third Party Financing and the Owner and the Manager shall promptly execute and deliver such postponement agreements and other assurances as may be required, from time to time, by the holder of any Third Party Financing to give effect to this intention, including, but not limited to, opinion letters of independent counsel for the Owner or the Manager as to the due execution and delivery of any postponement agreement or other assurance provided by the Owner or the Manager pursuant to this Section.

6.8 Manager Advance Shortfall

If the Manager fails to pay any Manager's Advances required to be advanced by it under the provisions of Section 6.2, in addition to any other remedies under this Agreement, and not by way of limitation, the Owner may, but is not obliged to, take such steps as are required to fund the shortfall caused by the deficiency in the Manager's Advances (the "Manager Advance Shortfall"), including, without limitation, arranging for a loan by a Third Party to the Owner to

advance the Manager Advance Shortfall not advanced by the Manager or having a limited partner of the Owner make an additional capital contribution to the Owner. The Manager will be charged an imputed interest charge at the rate of the greater of (i) 12% per annum and (ii) the actual amount of interest and costs incurred by the Owner in arranging the funds to remedy the Manager Advance Shortfall (expressed as an annual interest rate), plus 12%, on the principal amount of the Manager Advance Shortfall (the "Manager Advance Shortfall Imputed Interest") outstanding from time to time. The Manager Advance Shortfall Imputed Interest shall be deducted from the Development Management Fee and/or the Construction Management Fee each month that the Manager Advance Shortfall is outstanding.

ARTICLE 7 APPROVALS

7.1 Specific Approvals

The Owner and the Manager agree that no act shall be taken, sum expended, decision made or obligation incurred by the Manager pertaining to the Project and the Property with respect to a matter within the scope of any of the decisions as enumerated below unless such matter shall have received prior approval of the Owner:

- (a) the generic form of agreement of purchase and sale, offer to purchase, and assignment of agreement of purchase and sale to be entered into in respect of the sale of condominium units within the Project and any material changes made thereto;
- (b) the price list for the sale of condominium residential, parking and locker units within the Project and any material changes thereto;
- (c) any agreement of purchase and sale for a condominium residential, parking and locker unit entered into with an end-use purchaser in which the sale price is less than 90% of the price for such unit as approved by the Owner in Subsection (b) above;
- (d) the draft condominium construction budget attached as Schedule "B" hereto (following such approval, an "Approved Construction Budget") or any amendments or changes thereto during the stated term of such Approved Construction Budget;
- (e) design and construction of the Project and the plans and specifications for construction of the Project and any change proposed to the Project, including, without limitation, any material changes to the phasing of the Project (if any), the plans and specifications for the Project, including the residential, parking and locker units, the number of units in the Project, unit sizes, floor plans, the number of model units to be constructed or the Approved Construction Budget;
- (f) the terms and conditions of Third Party Financing and any other financing required for the Project (including, without limitation, the financing referenced in Section

- 6.3) and the repayment thereof, as well as approval of all draw requests to be sent to the lender under such Third Party Financing;
- (g) the terms and conditions of any material development, construction, construction management, property management or other agreement to be entered into by the Manager with any Person, and the terms and conditions of any development, construction, management or other agreement between the Manager and any Related Person;
- (h) the appointment of any major subcontractors, consultants and professional advisors whose contracts are in excess of \$25,000.00, as well as the terms and conditions of the respective contracts; and
- (i) the monthly, quarterly and annual progress reports to be provided to the Owner by the Manager as set out in Section 3.3 hereof.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1 **Termination of Agreement**

- Default by Manager: If an Event of Default as set out in paragraphs 1.1(s)(iii) or (a) 1.1(s)(iv) occurs, the Owner may give written notice (a "Notice of Complaint") to the Manager specifying in reasonable detail the Event of Default and if, within 30 days of receipt of any Notice of Complaint with respect to an Event of Default under paragraph 1.1(s)(iii) or within 5 days of receipt of any Notice of Complaint with respect to an Event of Default under paragraph 1.1(s)(iv), the Manager fails to cure the Event of Default in a reasonable manner, or, in the case of an Event of Default under paragraph 1.1(s)(iii) only, if more than 30 days are required to cure the Event of Default, the Manager fails to commence and continue diligently to cure or give reasonable assurances to the Owner that such Event of Default will be cured within a reasonable period of time, the Owner shall have the right to terminate this Agreement by notice (a "Notice of Termination") to the Manager, stating that this Agreement is terminated and the reason for termination. Such termination shall be effective as of the date on which the Notice of Termination is received by the Manager. If the Manager disagrees that an Event of Default has occurred, then the Manager shall notify the Owner in writing (a "Dispute Notice") within 10 days of receipt of the Notice of Complaint of its disagreement and the reasons therefore. Upon receipt of a Dispute Notice, the Manager and the Owner shall attempt to resolve the Dispute, provided that if the Dispute is not resolved within 15 days of receipt of the Dispute Notice by the Owner, either the Manager or the Owner may refer the Dispute to arbitration in accordance with Section 12.1 hereof.
- (b) <u>Pre-emptive Termination</u>: If an Event of Default as set out in paragraphs 1.1(s)(i) or 1.1(s)(ii) occurs, or an Event of Insolvency occurs, the Owner may terminate this Agreement by written notice (a "**Notice of Termination**") to the Manager, stating that this Agreement is terminated and the reason for termination, with such

termination to be effective as of the date on which the Notice of Termination is received by the Manager.

(c) <u>Default by the Owner</u>: If, at any time, the Owner fails to comply with its obligations under this Agreement or fails to give such directions as were properly requested by the Manager for the performance of its obligations under this Agreement or if the Manager decides, in its discretion, that a budget approved by the Owner is commercially unreasonable, the Manager may give written notice (a "Notice of Complaint") to the Owner specifying in reasonable detail the matter complained of and if, within 30 days after receipt of any Notice of Complaint, the Owner fails to cure the matter complained of in a reasonable manner or fails to begin to take reasonable steps to cure and give reasonable assurances to the Manager that such matter will be cured or rectified within a reasonable period of time, the Manager may deliver a written notice ("Notice of Termination") to the Owner stating that this Agreement is terminated. Such termination shall be effective as of the date which is thirty (30) days after the date on which the Notice of Termination is given by the Manager.

8.2 **Delivery of Records**

If this Agreement is terminated, the Manager shall, notwithstanding such termination, forthwith upon termination and from time to time thereafter deliver to the Owner all records and documents, including, without limitation, all Contracts and all operating records, books of account and ancillary documents maintained with respect to the Project which are then in the possession or control of the Manager which the Owner reasonably requires and which relate directly or indirectly to the Project; provided however, that the Manager may elect to retain copies of such records, books of account and documents and notwithstanding such termination the Owner shall thereafter and from time to time for a reasonable period of time produce at its office the originals of such records, books of account and documents whenever the Manager reasonably requires them for its purposes in connection with its prior management of the Project.

8.3 Effect of Continued Performance

If this Agreement is terminated, the Manager shall not be entitled to be paid any amount whatsoever for services performed by the Manager thereafter (including, without limitation, the Development Management Fee and the Construction Management Fee) unless such performance has been expressly approved by the Owner and, in that event, the Manager shall be entitled to be paid on a *quantum meruit* basis. The Development Management Fee and the Construction Management Fee shall be paid to the Manager up to the date of termination of this Agreement.

8.4 **Duties of Owner Flowing From Termination**

Upon termination of this Agreement, the Owner shall assume Contracts entered into by the Manager on behalf of the Owner if such Contracts have been entered into in accordance with the terms and provisions of this Agreement and indemnify the Manager against any liability by reason of anything done or required to be done under any such Contract after the effective date of termination.

8.5 **Rights on Termination**

Any termination of this Agreement shall terminate all rights and obligations under this Agreement from and after the date of such termination except rights and obligations with respect to matters to be performed to such date and all legal remedies available at such date for any breach of this Agreement. In addition, Sections 8.2, 8.3, 8.4, 9.1, and 9.2 shall survive any termination of this Agreement and shall remain in full force and effect thereafter.

8.6 Owner' Duties Regarding Employees

On the expiry or termination of this Agreement or at any time, the Owner shall not have any responsibility or obligation to pay (and the Manager shall pay) employee severance and termination costs resulting from the termination (as a result of the expiry or termination of this Agreement or otherwise) of any employees of the Manager providing services to the Project.

8.7 **Payment of Fees on Termination**

Upon the termination of this Agreement pursuant to Section 8.1 the Owner shall pay to the Manager that portion of the Development Management Fee and the Construction Management Fee which has been earned by the Manager to the date of termination.

8.8 Loans Guaranteed by Manager

If the Manager has guaranteed the construction financing pursuant to Section 6.4 hereof, or has delivered an indemnity to Tarion in connection with the registration of the Owner as a vendor and builder, and this Agreement is terminated pursuant to the terms of Section 8.1, the Owner shall use commercially reasonable efforts to obtain from the lender or Tarion, as the case may be, a release of the guarantee or indemnity by the Manager on terms which are satisfactory to the Owner, acting reasonably. If termination of this Agreement is effected pursuant to Subsections 8.1(a) or 8.1(b), then the Manager shall be responsible for the costs incurred by the Owner in connection with arranging and implementing the release of the guarantee or indemnity. If termination of this Agreement is effected pursuant to Subsection 8.1(c), then the Owner shall be responsible for the costs incurred by the Owner in connection with arranging the release of the guarantee or indemnity. If the Owner is not able to arrange for release of the guarantee or indemnity on terms which are satisfactory to the Owner, acting reasonably, and termination of this Agreement is effected pursuant to Subsections 8.1(b) or 8.1(c), the Owner shall indemnify the Manager against any claims, damages, losses and costs suffered by the Manager pursuant to the guarantee or indemnity.

ARTICLE 9 INDEMNITIES AND LIABILITY

9.1 **Indemnity by Owner**

During the Term, and after the termination, of this Agreement, the Owner shall severally indemnify and save the Manager harmless from any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever at law or in equity, in connection with the performance by the Manager of any and all of its obligations under this Agreement or pursuant to the policies,

limitations, instructions and procedures of the Owner including, without limitation, any damage or injury whatsoever to any employee or other person or property arising out of the use, administration or control of the Project or any other assets of the Owner relating to the Project during the Term of this Agreement, but the indemnity provided under this Section shall not extend to:

- (a) any breach by the Manager, its employees, servants, agents, subcontractors or other persons for whom it is legally responsible, of any of the terms and provisions of this Agreement;
- (b) any wrongful act or omission to act of the Manager or of its employees, servants, agents, subcontractors or other persons for whom it is responsible at law (except to the extent covered and paid by the insurance of the Owner relating to the Project); or
- (c) any action taken by the Manager in contravention of the terms and provisions of this Agreement or contrary to the direction of the Owner pursuant to this Agreement.

9.2 **Indemnity by Manager**

During the Term, and after the termination, of this Agreement, the Manager shall indemnify and save the Owner harmless from any action, cause of action, suit, debt, cost, expense, claim or demand whatsoever, at law or in equity, arising:

- (a) by way of any breach by the Manager, its employees, servants, agents, subcontractors or other persons for whom it is legally responsible, of any of the terms and provisions of this Agreement;
- (b) by reason of any wrongful act or omission to act of the Manager, its employees, servants, agents, subcontractors or other persons for whom it is responsible at law (except to the extent covered and paid by the insurance of the Owner relating to the Project); or
- (c) by reason of any action taken by the Manager in contravention of the terms and provisions of this Agreement or contrary to the direction of the Owner pursuant to this Agreement.

ARTICLE 10 NOTICES

10.1 Notices

Any notice given pursuant to or in connection with this Agreement shall be sufficiently given if in writing and served personally on such party or if sent by e-mail addressed to:

If to the Owner: 1267 Cornwall Road, Suite 301

Oakville, Ontario

L6J 7T5

Attention: Oscar Furtado

E-mail: oscarfurtado@gotodevelopments.com

If to the Manager: Address: TBD

Attention: TBD E-mail: TBD

If to the Consultant 1: 1267 Cornwall Road, Suite 301

Oakville, Ontario

L6J 7T5

Attention: Oscar Furtado

E-mail: oscarfurtado@gotodevelopments.com

If to the Consultant 2:

Attention: Kasia Pikula

E-mail:

Notice shall be considered to have been given, if delivered, on the date of delivery, or if sent by by e-mail, on the next Business Day following the day of sending of the e-mail.

ARTICLE 11 ASSIGNMENTS

11.1 Assignment by Manager

Subject to this Section, the Manager may not assign its rights and obligations under this Agreement to any Person other than an Affiliate of the Manager without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Owner does consent to an assignment, such assignment shall be conditional upon the assignee entering into an agreement with the Owner whereby the assignee shall be bound by and entitled to the benefit of this Agreement. If the Manager assigns its rights and obligations under this Agreement to an Affiliate of the Manager, the Manager shall deliver prior written notice of such assignment to the Owner, the Manager shall not be released from any of its obligations hereunder, and the assignee shall deliver to the Owner an assumption covenant whereby the Affiliate covenants and agrees to be bound by all of the terms and conditions of this Agreement as if it were an original signatory hereto. Notwithstanding anything set out herein, the Owner acknowledges that, upon the Manager delivering prior notice to the Owner, the Manager may assign or delegate some or all of its responsibilities under this Agreement to Capital Build Construction Management Corp. In the event of such assignment or delegation, the Manager shall not be released from any of its

obligations hereunder, and Capital Build Construction Management Corp. shall deliver to the Owner a written assumption covenant whereby it covenants and agrees to be bound by all of the terms and conditions of this Agreement as if it were an original signatory hereto.

11.2 Assignment by Consultant

The Consultant shall have the right to assign its interest in this Agreement to an Affiliate of the Consultant without any consent of the Manager or Owner, provided that the assignee enters into an agreement with the other parties hereto whereby the assignee shall be bound by, and entitled to the benefit of this Agreement. The Consultant shall not assign this Agreement to any person other than an Affiliate of the Consultant without the prior written consent of the Owner and the Manager, such consent not to be unreasonably withheld or delayed.

11.3 Assignment by Owner

The Owner shall have the right to, and shall, assign its interest in this Agreement to a purchaser of all of or any part of its interest in the Project (other than an end-use purchaser of a condominium unit) provided that the assignee enters into an agreement with the other parties hereto whereby the assignee shall be bound by, and entitled to the benefit of, this Agreement and the Owner shall thereupon be released from all or part of its obligations hereunder, as applicable, which arise thereafter.

ARTICLE 12 GENERAL

12.1 Arbitration

Any dispute, disagreement, controversy, question or claim arising out of or relating to this Agreement, including, without limiting the generality thereof, its formation, execution, validity, application, interpretation, performance, breach, termination of and/or enforcement (the "**Dispute**") shall be submitted to arbitration pursuant to the *Arbitration Act* (Ontario). The Dispute shall not be made the subject matter of an action in a court of law or equity by any party unless the Dispute has been first submitted to arbitration and finally determined in accordance with that Act.

12.2 Currency

All amounts stated herein are stated in Canadian currency.

12.3 Validity of Provisions

If any provision of this Agreement is for any reason invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and this Agreement shall be enforceable to the fullest extent permitted by law.

12.4 Waiver

No consent or waiver, expressed or implied, by a party hereto to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act or failure to act of another party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the party of its rights hereunder.

12.5 Lawyer's Fees

In case of any litigation or arbitration between the parties hereto to enforce any provision of this Agreement or any right of a party, the unsuccessful party shall pay to the successful parties all costs and expenses, including reasonable lawyer's fees and costs (on a solicitor-client basis) incurred therein (as determined by judicial assessment of such fees, if required). Each party (for purposes of this Section, the "Indemnifying Party") shall indemnify and save harmless the other parties (for purposes of this Section, the "Indemnified Parties") against and from all loss, costs and damages which the Indemnified Parties may suffer, incur or be liable for, by reason of, or arising out of, any action instituted by or against the Indemnifying Party against or by any third party.

12.6 **Headings**

The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not a part of, and are not intended to govern, limit or aid in the construction of any term or provision hereof.

12.7 Gender and Number

Where the context so requires, the use of the neuter gender includes the masculine and feminine genders, and masculine gender includes the feminine and neuter genders and the singular includes the plural and vice versa.

12.8 Entire Agreement

This Agreement, together with any written collateral agreements, modifications or amendments hereto hereafter entered into by the parties hereto, shall constitute the entire agreement between the parties relative to the subject matter hereof and shall supersede any prior agreement or understandings, if any, whether written or oral, which a party may have had relating to the subject matter hereof.

12.9 Computation of Time Periods

The computation of any time period referred to in this Agreement (except for the purposes of calculating interest) shall exclude the day of the occurrence of the event to which the period relates and shall include the last day of such period except as may be expressly provided to the contrary by this Agreement. If, however, the last day of such period is not a Business Day then the time

period referred to shall be deemed to have been extended to the first Business Day next following the last day of such period.

12.10 Governing Law

This Agreement shall be enforced and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada. Any reference to a statute, unless the context otherwise requires, shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

12.11 Status Report

Recognizing that the Owner may find it necessary from time to time to establish to third parties such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, the Manager and the Consultant agree, upon the written request of the Owner, made from time to time, to furnish promptly a written statement on the status of any matter pertaining to this Agreement to the best of the knowledge and belief of the Manager and/or the Consultant, as the case may be.

12.12 Time of the Essence

Time shall be in all respects of the essence hereof.

12.13 Obligations as Covenants

Each obligation of the Owner, the Manager and the Consultant in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

12.14 Amendment of Agreement

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

12.15 Successors and Assigns

All of the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the parties and the successors and assigns of any party only to the extent that they are permitted successors and assigns pursuant to this Agreement.

12.16 Accounting Principles

Except as specifically provided otherwise in this Agreement, all calculations referred to herein shall be made in accordance with generally accepted accounting principles and practices applicable to the real estate Project industry and applied on a consistent basis.

12.17 HST

The parties acknowledge that all fees payable under this Agreement are taxable supplies under the *Excise Tax Act* (Canada) and shall bear HST and each party to this Agreement covenants to remit to the party making the supply any HST owing on such supply when the consideration for such supply is paid. In particular and without limiting the foregoing, all fees payable under this Agreement shall bear HST and such HST shall be payable at the time such fees are payable.

12.18 Force Majeure

Whenever and to the extent that the Manager is unable to fulfil any obligation in this Agreement in respect of the supply or provision of any service or utility or the performance of any obligation by reason of being unable to obtain the material, equipment, service, utility or labour required to enable it to fulfil such obligation, or by reason of any statute, law, regulation or order, strike, lock-out or slow down or shortages of material, or any other cause beyond its control, other than lack of funds, the Manager shall be relieved from the fulfilment of such obligation for so long as such cause continues.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto duly executed this Agreement on the date first above written.

GO-TO DEVELOPMENTS HOLDINGS INC.

Per:

Name: Oscar Furtado

Title: President & CEO

I/We have the authority to bind the corporation

GO-TO SPADINA ADELAIDE SQUARE INC., as general partner of GO-TO SPADINA ADELAIDE SQUARE LP

Per:

Name: Oscar Furtado

Title: Authorised Signing Officer

(A.S.O.)

I have the authority to bind the corporation

AKM HOLDINGS CORP

Per

Name: Kasia Pikula

Title: Authorised Signing Officer

(A.S.O.).

I have the authority to bind the corporation

SCHEDULE A PROPERTY

Firstly:

355 Adelaide Street West, Toronto, Ontario

LT3-4,25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT 1 64R16307, CT70642; CITY OF TORONTO, being PIN 21412-0150 (LT)

Secondly:

46 Charlotte Street, Toronto, Ontario

LT 1-2 PL D160 TORONTO; CITY OF TORONTO, being PIN 21412-0151 (LT)

SCHEDULE B AGREEMENTS OF PURCHASE AND SALE

- Agreement between Go-To Spadina Adelaide Square LP by its general partner Go-To Spadina Adelaide Square Inc ("Purchaser") and 1708305 Ontario Inc. ("Vendor") for the purchase of 355 Adelaide Street West, Toronto, Ontario, pursuant to, and as more particularly described in the agreement of purchase and sale made as of February 14, 2018, as amended time to time, made between the Vendor and Adelaide Square Developments Inc ("Original purchaser") who assigned the property to Purchaser.
- Agreement between Go-To Spadina Adelaide Square LP by its general partner Go-To Spadina Adelaide Square Inc ("Purchaser") and Fortress Charlotte 2014 Inc. (the "46 Charlotte Vendor") for the purchase 46 Charlotte Street, Toronto, Ontario, pursuant to, and as more particularly described in, the agreement of purchase and sale dated March 28, 2019 as amended time to time made between the 46 Charlotte Vendor and Quantum Capital Development Inc in trust ("Quantum") as assigned by Quantum to Adelaide Square Development Inc. ("46 Charlotte Original Purchaser") and as assigned by the 46 Charlotte Original Purchaser to the Purchaser.

The 355 Adelaide property and the 46 Charlotte Property are hereinafter collectively referred to as the "Property"

$\frac{\text{SCHEDULE C}}{\text{PLAN}}$

This is Exhibit "96" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



Thursday, June 17, 2021



I'm mailing you this package as I do not have an email address on file for you. Attached are recent email updates that were sent to all Go-To Spadina Adelaide Square LP investors. Please keep them for your records and information.

I'll continue to mail you any project updates.

Warm regards,

Alina McLaughlin

Manager, Support Services

ALINA MCLAUGHLINManager, Support Services

AlinaMcLaughlin@GoToDevelopments.com

(647) 282-2492

301- 1267 Cornwall Rd Oakville ON L6J 7T5

Info@GoToDevelopments.com

GoToDevelopments.com



Update - December 31, 2020 PWC Audited Financial **Statements**

Oscar Furtado

Dear Investor,

Fri, May 28, 2021 at 4:32

<oscarfurtado@gotodevelopments.com> Bcc:

PM

PricewaterhouseCoopers - our auditors (PWC) is performing the fieldwork to complete the audit for the December 31, 2020, Audited Financial Statements. The statements will be issued in final form after the refinancing of our existing 1st position loan is completed. Go-To is currently in the process of renegotiating the financing of the loan. PWC will be reporting the terms of the loan in a subsequent event note to be attached to the audited financial statements which is standard.

The audit is going well, as no audit issues have been identified as of today. PWC will provide an update to Go-To at the end of next week to confirm that the audit is substantially complete, pending administrative items. We don't expect any issues with the audited financial statements; however, if any issues do arise, we will provide you with an update from PWC.

Best regards,

Oscar Furtado, CPA, CA President & CEO

1267 Cornwall Road, Suite 301 Oakville, Ontario, L6J 7T5

Office: 905-849-6624 Cell: 416-230-2477

GoToDevelopments.com

Oscar Furtado

Fri, Jun 4, 2021 at 4:49

<oscarfurtado@gotodevelopments.com>
Bcc:

PM

Hi Everyone,

As a follow-up to last weeks email, see note below from our external auditors and the draft audited financial statements for Dec 31, 2020.

Best Regards,

Oscar

Hi Oscar and Shoaib,

We have reviewed the attached draft FS and have substantially completed the audit testing. Similar to 2019 year end, we identified immaterial amounts relating to marketing and admin costs capitalized under land inventory which should have been expensed. We don't expect any additional significant audit adjustment. Some of the administrative items and standard completion steps are pending and will be completed next week.

Let me know if you have any questions.

Thanks,

Ali

Ali A. Abbas CPA, CA

PwC | Director

Private Company Services, Business Adviser

Spadina FS - Dec 2020.pdf 268K

Go-To Spadina Adelaide Square LP

Financial Statements December 31, 2020

Go-To Spadina Adelaide Square LP Balance Sheet

As at December 31, 2020

	December 31, 2020 \$	December 31, 2019 \$
Assets		
Cash	102,303	208,435
Sundry receivables	102,263	89,460
Land inventory and development costs (notes 3 and 5)	100,039,264	90,383,440
	100,243,830	90,681,335
Liabilities		
Accounts payable and accrued liabilities (notes 5 and 6)	5,458,128	1,980,631
Loans payable (note 4)	70,485,702	65,500,704
	75,943,830	67,481,335
Partners' capital	24,300,000	23,200,000
경기 경기 등 전기 기계	100,243,830	90,681,335

The accompanying notes are an integral part of these financial statements.

Go-To Spadina Adelaide Square LP Statement of Partners' Capital For the year ended December 31, 2020

				December 31, 2020
	Units – End of year	Balance – Beginning of year \$	Contributions during the year \$	Balance – End of year \$
Limited Partners – Class A and Class B	482	23,100,000	1,000,000	24,100,000
General Partner – Class A and Class B	4	100,000	100,000	200,000
	486	23,200,000	1,100,000	24,300,000

	***************************************			December 31, 2019
	Units – End of year	Balance – Beginning of year \$	Contributions during the year \$	Balance – End of year \$
Limited Partners – Class A and Class B	462		23,100,000	23,100,000
General Partner – Class A and Class B	2		100,000	100,000
	464		23,200,000	23,200,000

The accompanying notes are an integral part of these financial statements.

Go-To Spadina Adelaide Square LP Statement Cash Flow

For the year ended December 31, 2020

	December 31, 2020 \$	December 31, 2019 \$
Cash provided by (used in)		
Operating activities		
Changes in working capital Sundry receivables Accounts payable and accrued liabilities Land inventory and development costs	(12,803) 3,477,497 (4,615,826)	(63,412) 1,946,024 (90,374,893)
	(1,151,132)	(88,492,281)
Financing activities Proceeds from loans, net of interest reserve (note 4) Repayment of loans (note 4) Partners' contributions	20,000 (75,000) 1,100,000	74,300,704 (8,800,000) 23,200,000
	1,025,000	88,700,704
Change in cash during the year	(106,132)	208,423
Cash – Beginning of year	208,435	12
Cash – End of year	102,303	208,435
Non-cash transactions		
Amortization of Interest reserve capitalized to land inventory and development costs Interest accrued on loans payable capitalized to land inventory and development costs	3,839,998 1,200,000	

The accompanying notes are an integral part of these financial statements.

Go-To Spadina Adelaide Square LP

Notes to Financial Statements December 31, 2020

1 Basis of presentation and liquidity

Go-To Spadina Adelaide Square LP (the Partnership) was established on October 19, 2018. The primary business activities of the Partnership consist of acquisition and development of real property and sale of condominium and commercial (retail, office and hotel) units.

Under the terms of the limited partnership agreement, Class A, Class B and Class C unitholders have voting rights. All the unitholders are entitled to annual, cumulative, non-compounding, priority return, calculated on capital contribution of such unitholders in the form of distribution calculated at rate specified in each unitholder's subscription agreement as directed by the General Partner. The Partners' capital balance arising from the profits realized by the Partnership after the capital repayment and General Partner distribution of 0.0001% is allocated for accounting and tax purposes as follows: (i) 44.0 % to Class A unitholders, allocated in accordance with pre-determined returns to individual unitholders as per subscription agreements; (ii) 44% to Class B unitholders, allocated in accordance with pre-determined returns to individual unitholders as per subscription agreements; and (iii) 12% to Class C unitholders on a pro rata basis.

The project development plans have entered into the second round of the submission being presented to Government authorities to seek approval. The timing of final approval is uncertain. Management believes that working capital requirements along with ability to meet existing loan obligations can be met through refinancing and issuance of new Partnership units.

The following units were issued by the Partnership during the fiscal year ended December 31, 2020:

	Year ended December 31, 2020
Units	Amounts \$
Limited 21 Partn ers - Class	1,050,000
A Limited 1 Partn ers - Class B	50,000

These financial statements reflect the assets and liabilities of the Partnership and do not include other assets, liabilities, revenues and expenses of the partners or the liability of the partners for taxes on earnings of the Partnership.

The Partnership has presented a non-classified balance sheet, and its assets and liabilities have been presented in the order of liquidity as the operating cycle of the Partnership revolves around the

development of land and construction of condominium units, the timing of which is uncertain. As a result, the presentation based on liquidity is considered by management to provide information that is more reliable and relevant to the users of the financial statements. With the exception of land inventory and development costs (note 3) and certain loans payable (note 4), all assets and liabilities are current in nature and are expected to be settled in less than 12 months.

2 Summary of significant accounting policies

The financial statements of the Partnership are prepared in accordance with Canadian accounting standards for private enterprises (ASPE). Outlined below is a summary of significant accounting policies.

Revenue recognition

Revenue from condominium unit sales is recognized using the completed contract method, whereby the purchaser has occupied the residential unit, the risk and rewards of ownership have been transferred and collectibility of the proceeds is reasonably assured, which is typically at the interim closing date.

Revenue from commercial unit sales is recorded on closing when all the material conditions of the purchase and sale agreement have been fulfilled and title has passed to the purchaser.

Land inventory

Costs capitalized to land inventory include development costs, mortgage interest, realty taxes, financing costs, interest on loan, administrative and general expenses incurred in connection with the acquisition and development of the land less incidental income earned. Land inventory is carried at the lower of carrying cost and net realizable value. The net realizable value is determined to be the estimated selling price less cost to sell.

Use of estimates

The preparation of financial statements in accordance with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Areas where actual results could materially differ from those estimates include the valuation of land inventory and the development costs incurred to date. These estimates are reviewed periodically and as adjustments become necessary, they are reported in earnings in the year in which they become known.

Impact of COVID-19 pandemic

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus (COVID-19) a global pandemic. The pandemic created significant uncertainty in the overall economy including the real estate markets. The Partnership's land development and condominium construction (collectively referred to as site operations) were permitted to continue under Ontario's itemization of essential services.

At this stage, the impact on the Partnership's business and results have not been significant and based on the Partnership's experience to date, it expects this to remain the case. The Partnership will continue to follow government policies and advice and, in parallel, it will do its utmost to continue its operations in the best and safest way possible without jeopardizing the health of its people. A further

outbreak of COVID-19 has prompted Ontario to continue imposing certain restrictions under lockdown measures. Site operations activities can continue; however, there can be no assurances that the Partnership's continuing ability to undertake site operations activities will not be impacted by the pandemic. The Partnership will continue to monitor the ongoing or potential impacts of the COVID-19 pandemic on financial results. Uncertainty about assumptions and estimates related to assets and/or liabilities could result in a material adjustment to the carrying value of the asset or liability affected.

Financial instruments

The Partnership initially measures its financial assets and financial liabilities at fair value, except for certain non-arm's length transactions, which are measured at either the exchange amount or carrying amount depending on the nature of the transaction.

The Partnership subsequently measures cash, sundry receivables, accounts payable and accrued liabilities and loans payable at amortized cost. Amortization is recorded on a straight-line basis.

Financial assets measured at amortized cost are tested for impairment when there are indicators of possible impairment. When events occurring after the impairment confirm a reversal is necessary, the reversal is recognized in earnings up to the amount of the previously recognized impairment.

3 Land inventory and development costs

The Partnership acquired two properties (355 Adelaide Street West and 46 Charlotte Street) to develop as a high density development site of approximately 0.31 acres in the City of Toronto.

	December 31, 2020 \$	December 31, 2019 \$
Balance – Beginning of year Acquisition of property including closing costs Additions during the year	90,383,440	8,547 79,744,675
Site servicing, taxes and development costs Legal, administrative and accounting Finance and guarantee fees Rental income	2,542,277 378,622 7,945,152 (1,210,227)	20,485 666,868 10,903,160 (960,295)
Balance – End of year	100,039,264	90,383,440

4 Loans payable

The loans payable as at December 31, 2020 comprise the following:

	December 31, 2020 \$	December 31, 2019 \$
a) A demand loan bearing interest at greater of (i) 7.55% per annum or (ii) TD Bank prime rate plus 3.60%, calculated daily, compounded and payable monthly, not in advance, fromon April 1, 2021. The loan is secured as a first charge against the land held by the		
Partnership. Less: Interest reserve	48,262,500 (759,298)	48,262,500 (3,039,500)

b) A demand loan bearing interest at 15% per annum, calculated and payable interest only monthly. The loan is secured as a second charge against the land held by the Partnership and matures on April 4, 2021. On April		
1, 2021, this loan was paid out in full (note 8) Less: Interest reserve	13,712,500	13,712,500 (1,559,796)
c) A demand loan for \$75,000 payable to a company owned by the beneficial owners of the General Partner. The		
loan bears interest at 12% and is due on demand. Interest is due on the payment of the principal balance. This loan was subsequently paid in full on March 4, 2021.	20,000	75,000
d) A loan is payable on demand and the Partnership may prepay all or any part of the principal amount outstanding herein at any time to the lender. A lump sum monthly interest of \$50,000 until 1 January 2020	9,250,000	8,050,000
after which monthly interest becomes \$100,000 until 4 April 2023. Interest accrued of \$1,200,000 is included in the balance.	70 465 702	65,500,704
No control of the con	70,465,702	05,500,704

The above loans listed under item (a) and (b) are also secured by a general security agreement and corporate and personal guarantees of the ultimate owners of certain Class A and Class B unitholders.

Related party transactions and balances

The Partnership has entered into a management agreement with the following related parties:

Go-To Developments Holdings Inc., ultimate parent of the General Partner, has been engaged by
the Partnership to provide administrative service at the rate of \$7,500 per month during the
duration of the project. During the year ended December 31, 2020, \$ 90,000 (2019 - \$66,500)
was paid and is included in land inventory.

The Partnership has entered into property management agreement with the following related party:

A corporation owned by Hans Jain (Manager); ultimate beneficial owner of the Class A unit has been engaged by the Partnership to manage the property. The Manager is entitled to an annual property management fee at the rate of \$7,500 per month. During the year ended December 31, 2020, \$Nil (2019 - \$52,500) in property management fees was accrued. This agreement was terminated from July 1, 2019

The Partnership has entered into guarantee agreements with the following related parties:

- Oscar Furtado (Guarantor), ultimate beneficial owner of the General Partner has been engaged by the Partnership to guarantee the repayment of the indebtedness amounts outstanding. The Guarantor is entitled to an annual guarantee fee equal to 1% of the total principle amount guaranteed by the Guarantor. During the year ended December 31, 2020, \$Nil (2019 \$149,419) in guarantee fees was paid and \$ 619,748 (2019 \$307,328) included in accounts payable.
- Hans Jain (Guarantor), ultimate beneficial owner of the Class A unit has been engaged by the Partnership to guarantee the repayment of the indebtedness amounts outstanding. The Guarantor is entitled to an annual guarantee fee equal to 1% of the total principle amount guaranteed by the Guarantor. During the year ended December 31, 2020, \$nil (20 19 -\$nil) in guarantee fees was paid and \$ 619,748 (2019 \$456,747) included in accounts payable.

The Partnership has entered into a project management agreement with the following related parties:

- Go-To Developments Holdings Inc., ultimate parent of the General Partner, has been engaged by
 the Partnership to provide development management services at the lump sum rate of \$750,000
 for the project and will be entitled for payment on the first submission of the site plan application
 to the Government authorities. During the year ended December 31, 2020, no development
 management fee was paid and \$750,000 (2019 \$Nil) was accrued and is included in land
 inventory.
- AKM Holdings Corp., ultimate beneficial owner of the Class A and B unit, has been engaged by the Partnership to provide development management services at the lump sum rate of \$750,000 for the project and will be entitled for payment on the first submission of the site plan application to the Government authorities. During the year ended December 31, 2020, no development management fee was paid and \$750,000 (2019 \$Nil) was accrued and is included in land inventory.

As at 31 December 2020, the partnership owed \$3,956 (2019 - \$Nil) relating to reimbursement of expenses to the ultimate owner of a class A and B unit which is included in accounts payable and accrued liabilities.

Related party transactions are in the normal course of business and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

6 Government remittances

Government remittances consist of amounts (such as property taxes and sales taxes) required to be paid to government authorities and are recognized when the amounts come due. In respect to government remittances, \$ 76,100 (2019– \$20,816) is included in accounts payable and accrued liabilities.

7 Risk management

Credit risk

The Partnership's business focuses on real estate development activities. Credit risk arises from the possibility that purchasers of housing may not fulfill their contractual obligations. The Partnership mitigates this risk by obtaining security deposits and ensuring adequate security is obtained to support any outstanding amounts.

Liquidity risk

Liquidity risk is the risk the Partnership will encounter difficulty in raising funds to meet its obligations associated with financial liabilities. The Partnership ensure sufficient liquidity is maintained by regular monitoring of cash flow requirements. The Partnership may seek to refinance its current debt facilities and raise additional capital from new investors for the build out of the property.

Interest rate risk

Interest rate risk arises from the possibility that the value of, or cash flows related to, a financial instrument will fluctuate as a result of changes in market interest rates. The Partnership is exposed to financial risk relating to loans payable that are subject to variable interest rates. Fluctuations in interest rates will impact the cost of financing. The Partnership does not currently hold any financial instruments that mitigate this risk.

8 Subsequent events

- a) On April 1, 2021, a demand loan from an ultimate beneficial owner of the Class A unit for \$18,489,000, bearing interest rate of 15% per annum, calculated monthly was secured by the Partnership. The loan matures on September 30, 2022, and the full principal balance along with total interest is due on maturity. The loan is secured as second charge against the land held by the Partnership and personnel guarantee of the ultimate owner of a class A and B unit.
- b) Note to be inserted on completion of refinancing of demand loan identified

This is Exhibit "97" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission. Expires March 22, 2024.

LRO# 62 Charge By Partnership

Registered as WE1347680 on 2019 04 05 at 12:26

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

yyyy mm dd Page 1 of 11

Properties

PIN 17376 - 0111 LT Interest/Estate Fee Simple

Description PT LT 24, CON 8 SALTFLEET, PART 1, 2 & 3, 62R1954; S/T SA39491,SA39514

STONEY CREEK CITY OF HAMILTON

Address UPPER CENTENNIAL PARKWAY

HAMILTON

PIN 17376 - 0025 LT Interest/Estate Fee Simple

Description PT LT 24, CON 8 SALTFLEET, PART 1, 62R2499, EXCEPT PT 1, 62R7604; STONEY

CREEK CITY OF HAMILTON

Address HIGHLAND ROAD

HAMILTON

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 GO-TO STONEY CREEK ELFRIDA INC.

Address for Service 1267 Cornwall Road

Suite 301

Oakville ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO STONEY CREEK ELFRIDA LP.

Address for Service 1267 Cornwall Road

Suite 301

Oakville ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF

BUILDING & DEVELOPMENT MORTGAGES CANADA

INC.

Address for Service c/o FAAN Mortgage Administrators

20 Adelaide Street East, Unit 920

Toronto, ON M5C 2T6

Provisions

Principal \$7,150,000.00 Currency CDN

Calculation Period

Balance Due Date See Schedule attached

Interest Rate Payments

Interest Adjustment Date

Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor

Additional Provisions

See Schedules

LRO # 62 Charge By Partnership

Registered as WE1347680 on 2019 04 05 at 12:26

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

yyyy mm dd Page 2 of 11

Signed By

Stephanie Beth Eiley

1500-151 Yonge St. Toronto acting for Chargor(s) Signed 2019 04 05

2019 04 05

M5C 2W7

Tel 416-863-1188 Fax 416-863-0305

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

Submitted By

TORKIN MANES LLP

1500-151 Yonge St.

Toronto

M5C 2W7

\$64.40

Tel 416-863-1188 Fax 416-863-0305

Fees/Taxes/Payment

Statutory Registration Fee

Total Paid \$64.40

SCHEDULE TO CHARGE - ADDITIONAL PROVISIONS

WHEREAS the Chargor has agreed to execute and deliver this Charge in favour of the Chargee as security for the payment and performance of the Chargor's obligations under the MOU Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Chargor agrees as follows:

Section 1 Definitions

As used in this Charge, the following terms have the following meanings:

- "Change of Control" means, in the case of any corporation or partnership, the transfer or issue by sale, assignment, subscription, transmission on death, mortgage, charge, security interest, operation of law or otherwise, of any shares, voting rights or interest which would result in any change in the effective control of such corporation or partnership.
- "Land") together with all appurtenances thereto and rights and benefits (including density rights) in respect thereof (and all renewals, extensions and amendments or substitutions thereof); and all buildings, structures, improvements, appurtenances, attachments, fixtures and fixed equipment located on, in or under the Land, including all systems, including heating, ventilation, air-conditioning, electrical, lighting, plumbing and water systems and all elevators, escalators, floor coverings, furnaces and boilers and fittings and other fixed plant, machinery and equipment presently situated on or under the Land or which may at any time hereafter be constructed or brought or placed on or under the Land or used in connection with the Land; all substitutions and replacements of and increases, additions and, where applicable, accessions to the foregoing.
- "Chargee" means FAAN Mortgage Administrators Inc., in its capacity as Court-appointed trustee of Building & Development Mortgages Canada Inc., and its successors and assigns.
- "Chargor" means Go-To Stoney Creek Elfrida Inc., in its capacity as general partner of Go-To Stoney Creek Elfrida LP, and its successors and permitted assigns.
- "Event of Default" means the occurrence of any one or more of the following events: (i) the Chargor fails to pay any amount due to the Chargee under this Charge or under the MOU Agreement when such amount becomes due and payable, or (ii) the Chargor fails to perform, observe or comply with any other term, covenant, condition or provision of this Charge or the MOU Agreement, beyond the applicable cure period set out herein or in the MOU Agreement, as applicable.
- "Lien" means (i) any mortgage, charge, pledge, hypothecation, security interest, assignment by way of security, encumbrance, lien (statutory or otherwise), hire purchase agreement, conditional sale agreement, deposit arrangement, title retention agreement or arrangement, or any other assignment, arrangement or condition that in substance secures payment or performance of an obligation, (ii) any trust arrangement, (iii) any arrangement which creates a right of set-off out of the ordinary course of business, or (iv) any agreement to grant any such rights or interests.
- "MOU Agreement" means the memorandum of understanding dated April 3, 2019 between, among others, the Chargor and the Chargee and Adelaide Square Developments Inc., as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or novated from time to time.
- "Person" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated

association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"Secured Obligations" means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Chargor to the Chargee, under, in connection with or pursuant to this Charge or the MOU Agreement, and whether incurred by the Chargor alone or jointly with another or others and whether as principal, guarantor or surety and in whatever name or style.

"Security" means the grants, assignments, conveyances, transfers, mortgages, pledges and charges contemplated in this Charge.

Section 2 Interpretation

- (1) In this Charge, the words "including", "includes" and "include" mean "including (or includes or include) without limitation". The words "Article", "Section" and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Charge.
- (2) In this Charge, the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* (Ontario) and the words "Chargor" and "Chargee" and the pronouns "it" and "its" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargor's", "Chargee" or "Chargee's".
- (3) The division of this Charge into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.
- (4) Any reference to this Charge is a reference to this Charge as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced, supplemented or novated and includes all schedules to it.
- (5) Certain covenants implied by the *Land Registration Reform Act* (Ontario) shall be varied as follows:
 - (a) In the event of any conflict between the covenants implied by paragraphs 1 and 2 of Section 7(1) of the *Land Registration Reform Act* (Ontario) (as varied in this Charge) and any other covenant or provision of this Charge, such other covenant or provision of this Charge shall prevail.
- (6) The parties intend that this Charge be considered to have been executed by the Chargor under seal for all purposes with the intention that this Charge be a specialty under applicable laws, whether or not a seal is actually affixed hereto.
- (7) This Charge is the result of negotiations between the parties to it and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation.
- (8) If more than one Person is named as or otherwise becomes liable for or assumes the obligations and liabilities of the Chargor, then all such obligations and liabilities of all such Persons so named or who otherwise become liable for the obligations and liabilities of the Chargor hereunder shall be joint and several.
- (9) Time is of the essence in this Charge.

Section 3 Charge

The Chargor hereby grants, assigns, conveys, transfers, mortgages, pledges and charges the Charged Premises in favour of the Chargee as security for the due payment and performance of the Secured Obligations in the amount of Seven Million One Hundred and Fifty Thousand Dollars (\$7,150,000.00).

Section 4 Payments under Charge

For value received, the Chargor hereby acknowledges itself indebted to and agrees to pay to the Chargee the Secured Obligations in accordance with the terms of the MOU Agreement. Payment of an amount of the indebtedness owing pursuant to the Secured Obligations shall constitute payment of the same amount of indebtedness secured by this Charge.

Section 5 Repayment

The Secured Obligations will not bear interest.

Section 6 Continuing Security

This Charge shall operate until all Secured Obligations have been fully paid and performed to the Chargee in the manner contemplated by the MOU Agreement. This Charge shall not cease to operate or be deemed to be void by reason of the Secured Obligations becoming or being zero from time to time. This Charge shall not cease to operate although the Chargor may not be indebted to the Chargee at any particular time and notwithstanding fulfillment from time to time in whole or in part of any of the Secured Obligations and notwithstanding any change in the nature or form of the Secured Obligations but shall cease only upon completion of the obligations of the Chargor under the MOU Agreement at which time the Chargee shall deliver to the Chargor a discharge of this Charge in registrable form. Without limiting any other provision hereof, this Charge secures, inter alia, a running account and a portion or portions of the Secured Obligations may become owing in one or more sums at any future date or dates and the amount of such sum or sums will be secured by this Charge and this Charge will be security for the ultimate balance owing to the Chargee of the Secured Obligations or any part thereof and notwithstanding any change in the amount, nature and form of the Secured Obligations from time to time. If the whole or any part of the Secured Obligations or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent sum or sums of any part of the Secured Obligations by the Chargor to the Chargee until such time as obligations of the Chargor under the MOU Agreement have been completed. The provisions relating to defeasance contained in Subsection 6(2) of the Land Registration Reform Act (Ontario) are hereby expressly excluded from this Charge. Nothing contained in this Charge shall in any way affect or prejudice any right of the Chargee independently of this Charge to recover the Secured Obligations or any part of them from the Chargor. If the Secured Obligations exceed the principal amount of this Charge, the Chargee may conclusively determine what part of the Secured Obligations not exceeding the principal amount shall be deemed to be secured by this Charge and what part shall be deemed not to be so secured.

Section 7 Covenants

The Chargor does hereby covenant, promise and agree to the Chargee as follows:

(1) All of the agreements, conditions, covenants, undertakings, provisions and stipulations contained in the MOU Agreement which are to be kept and performed by the Chargor are hereby made a part of this Charge to the same extent, and with the same force and effect as if they were fully set forth herein, and the Chargor covenants and agrees duly and punctually to keep and perform them or cause them to be kept and performed strictly in accordance with their terms.

- On demand by the Chargee at any time that an Event of Default shall have occurred beyond all applicable cure periods and be continuing, the Chargor shall pay to the Chargee all amounts payable under this Charge and the MOU Agreement, without deduction or set off of any kind.
- (3) The Chargor shall defend its title to the Charged Premises and shall not sell, transfer, convey or otherwise dispose of the Charged Premises unless, prior to such sale, transfer, conveyance or disposition, it provides replacement security to the Chargee which is satisfactory to the Chargee, in its sole discretion, provided that if the proposed replacement security is of a value equal to or greater than the Security, as determined by the Chargee, acting reasonably, the Chargee's consent shall be deemed to have been given, and shall not encumber or permit to exist any Liens upon the Charged Premises other than Liens permitted under the MOU Agreement.
- (4) The Chargor shall not permit a Change of Control with respect to the Chargor to occur without the prior written consent of the Chargee.
- (5) The Chargor shall obey or cause to be obeyed all applicable laws, regulations, rules, orders and judgments which in any way relate to the Charged Premises or the use thereof.

Section 8 Default

The occurrence of an Event of Default beyond any applicable cure periods and which is continuing constitutes default hereunder shall entitle the Chargee to exercise whatever rights or remedies as provided for herein.

Section 9 Remedies

- (1) From and after the occurrence of an Event of Default, in addition to the remedies provided in Standard Charge Terms 200033:
 - (a) the principal amount secured by this Charge and all other sums secured by this Charge, shall, at the option of the Chargee, immediately become payable; and
 - (b) the Chargee may realize upon the Charged Premises and enforce its rights by:
 - (i) entry into possession of the Charged Premises by any method permitted by law with power, among other things, to exclude the Chargor therefrom, to preserve and maintain the Charged Premises and to make such repairs, replacements, alterations and additions to the whole or any part of the Charged Premises that the Chargee may think advisable, to satisfy the whole or any part of any other prior claim or encumbrance then affecting the Charged Premises, to receive rents, income and profits of all kinds owing to the Chargor in respect of the Charged Premises and to pay therefrom all expenses of maintaining, preserving, protecting and operating the Charged Premises, including payments which may be due for insurance, Taxes, assessments, charges or liens prior to the charge of this Charge upon the Charged Premises and for the services of lawyers, agents and other Persons, and all costs, charges and expenses incurred in connection with the execution of the powers contained in this Charge; and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including (without limitation) the power to advance its own moneys and to enter into contracts and to undertake obligations for the foregoing purposes upon the security of this Charge;

- (ii) sale, grant of options to purchase, or lease of all or any part of the Charged Premises;
- (iii) holding, storing and keeping idle or operating all or any part of the Charged Premises;
- (iv) collection of any proceeds arising in respect of the Charged Premises;
- (v) institution of proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a receiver and manager) of all or any part of the Charged Premises;
- (vi) institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
- (vii) filing of proofs of claim and other documents to establish claims to the Charged Premises in any proceeding relating to the Chargor;
- (viii) taking any action or proceeding to enforce the performance of any covenant in favour of the Chargee contained in this Charge, whether before or after entry into possession of the Lands or any part thereof;
- (ix) appointment by instrument in writing of a receiver or agent of all or any part of the Charged Premises and removal or replacement from time to time of any such receiver or agent; and
- (x) any other remedy or proceeding authorized or permitted in this Charge or otherwise by law or equity.

Section 10 Exercise of Remedies

After the occurrence of an Event of Default beyond any applicable cure periods and which is continuing, the remedies under Section 9 may be exercised from time to time without demand, notice, advertisement or other formality or control by the Chargor, separately or in combination and are in addition to, and not in substitution for, any other rights of the Chargee however arising or created. The Chargee is not bound to exercise any right or remedy and the exercise of any right or remedy is without prejudice to any other rights of the Chargee including the right to claim for any deficiency. The taking of any action or proceeding or refraining from so doing, or any other dealings with any other security for the monies secured by this Charge shall not release or affect the Security.

Section 11 Dealing with the Charged Premises

- (1) The Chargee is not obliged to exhaust its recourse against the Chargor or any other Person or against any other security it may hold before realizing upon or otherwise dealing with the Charged Premises in such manner as it may consider desirable.
- (2) The Chargee may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Chargor and with other Persons, sureties or securities as it may see fit without prejudice to the obligations and liability of the Charger or the rights of the Chargee in respect of the Charged Premises.
- (3) The Chargee is not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Charged Premises, (ii) bound to institute proceedings for the purpose of collecting,

enforcing, realizing or obtaining payment of the Charged Premises or for the purpose of preserving any rights of any Persons in respect of the Charged Premises, (iii) responsible for any loss occasioned by any sale or other dealing with the Charged Premises or by the retention of or failure to sell or otherwise deal with the Charged Premises, or (iv) bound to protect the Charged Premises from depreciating in value or becoming worthless.

- (4) The Chargee has no obligation to keep the Charged Premises in its possession identifiable.
- (5) The Chargee may, after the Security is enforceable, (i) notify any Person obligated on an account or on chattel paper or any obliger on an instrument to make payments to the Chargee, whether or not the Charger was previously making collections on such accounts, chattel paper, instruments, and (ii) assume control of any proceeds arising from the Charged Premises.

Section 12 Standards of Sale

Without prejudice to the ability of the Chargee to dispose of the Charged Premises in any manner which is commercially reasonable, the Chargor acknowledges that:

- (a) the Charged Premises may be disposed of in whole or in part;
- (b) the Charged Premises may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- any sale conducted by the Chargee will be at such time and place, on such notice and in accordance with such procedures as the Chargee, in its sole discretion, may deem advantageous;
- (d) the Charged Premises may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, and require that the prospective bidders and purchasers have certain qualifications) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;
- (e) a disposition of the Charged Premises may be on such terms and conditions as to credit or otherwise as the Chargee, in its sole discretion, deems advantageous; and
- (f) the Chargee may establish an upset or reserve bid or price in respect of the Charged Premises.

Section 13 Dealings by Third Parties

No Person dealing with the Chargee or its agent or a receiver is required to determine (i) whether the Security has become enforceable, (ii) whether the powers which the Chargee or its agent or a receiver is purporting to exercise have become exercisable, (iii) whether any money remains due upon the Security, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or any other dealing by the Chargee or its agent or a receiver with the Charged Premises, or (vi) how any money paid to the Chargee has been applied. Any bona fide purchaser of all or any part of the Charged Premises from the Chargee or any receiver or agent will hold the Charged Premises absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Chargor, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser and all rights of redemption, stay or appraisal which the Chargor has or may have under any rule of law now existing or hereafter adopted.

Section 14 Notices

Any notice, direction or other communication given under this Charge must be in writing, sent by personal delivery, courier or facsimile and addressed to the Chargee or the Chargor at the address set out in the MOU Agreement.

Section 15 Waivers, etc.

No consent or waiver by the Chargee is binding unless made in writing and signed by an authorized officer of the Chargee. Any consent or waiver given under this Charge is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Charge constitutes a waiver of any other provision (whether or not similar). A failure or delay on the part of the Chargee in exercising a right under this Charge does not operate as a waiver of, or impair, any right of the Chargee however arising. A single or partial exercise of a right on the part of the Chargee does not preclude any other or further exercise of that right or the exercise of any other right by the Chargee. The Chargor waives presentation and surrender of this Charge against payment.

Section 16 Application of Proceeds

All monies collected by the Chargee upon the enforcement of the Chargee's rights and remedies under the Charge, including any sale or other disposition of the Charge or all or any portion of the Charged Premises, together with all monies received by the Chargee under this Charge, will be applied by the Chargee on account of such part of the Secured Obligations as it chooses. The Chargee will remit to the Chargor or as the Chargor or any court of competent jurisdiction otherwise directs, the amount of any proceeds received by it upon any realization or other disposition of the Charge or from the exercise of the rights and remedies as the holder of the Charge which are in excess of the Secured Obligations.

Section 17 Additional Security; No Merger

The Charge is in addition to, without prejudice to and supplemental to all other security now held or which may hereafter be held by the Chargee in respect of the Secured Obligations. This Charge does not operate by way of merger, rebate or discharge of any of the Secured Obligations and no judgment recovered by the Chargee shall operate by way of merger of, or in any way affect, the security constituted by the Charge which is in addition to, and not in substitution for, any other security now or hereafter held by the Chargee in respect of the Secured Obligations, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever. by the taking of this Charge.

Section 18 Further Assurances

The Chargor will do all acts and things and execute and deliver or cause to be executed and delivered all deeds, transfers, assignments, documents and instruments that the Chargee may require for (i) protecting the Charged Premises, (ii) perfecting the Security, and (iii) exercising all powers, authorities and discretions conferred upon the Chargee. After the Security becomes enforceable the Chargor will do all acts and things and execute and deliver all deeds, transfers, assignments and instruments that the Chargee may require for facilitating the sale of the Charged Premises in connection with its realization.

Section 19 Successors and Assigns

This Charge is binding on the Chargor, its successors and assigns, and enures to the benefit of the Chargee and its successors and assigns. This Charge may be assigned by the Chargee without the consent of, or notice to, the Chargor, to such Person as the Chargee may determine and, in such event, such Person will be entitled to all of the rights and remedies of the Chargee as set forth in this Charge or otherwise. In any action brought by an assignee to enforce any such right or remedy, the Chargor will not

assert against the assignee any claim or defence which the Chargor now has or may have against the Chargee. The Chargor may not assign, transfer or delegate any of its rights or obligations under this Charge without the prior written consent of the Chargee which may be given or withheld in the Chargee's sole discretion.

Section 20 Amendment

This Charge may only be amended, supplemented or otherwise modified by written agreement executed by the Chargee and the Chargor.

Section 21 Severability

If any provision of this Charge is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Charge and the remaining provisions will remain in full force and effect.

Section 22 Postponement

The Chargee shall subordinate and postpone this Charge in accordance with the terms and conditions set out in the MOU Agreement.

Section 23 Paramountcy

In the event of any inconsistency or conflict between the terms of this Charge and the MOU Agreement, the terms of the MOU Agreement shall govern to the extent of such inconsistency. Notwithstanding the foregoing, in the event that this Charge contains rights or remedies which are in addition to the rights or remedies set forth in the MOU Agreement, the existence of such additional rights or remedies in this Charge shall not constitute a conflict or inconsistency with the provisions of the MOU Agreement.

Section 24 Chargee

FAAN Mortgage Administrators Inc. is the court-appointed trustee of Building & Development Mortgages Canada Inc. pursuant to an order of the Ontario Superior Court of Justice (Commercial List) dated April 20, 2018 issued under the *Mortgage Brokerages, Lenders and Administrators Act, 2006* (Ontario) and the *Courts of Justice Act* (Ontario).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Chargor has executed this Charge.

GO-TO STONEY CREEK ELFRIDA INC., in its capacity as general partner of GO-TO STONEY CREEK ELFRIDA LP

Ву:				
	Name:			
	Title:			
By:				
	Name:			_
	Title:			

Receipted as WE1559612 on 2021 11 09 at 09:41

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

yyyy mm dd Page 1 of 1

Properties

PIN 17376 - 0025 LT

Description PT LT 24, CON 8 SALTFLEET , PART 1 , 62R2499 , EXCEPT PT 1, 62R7604 ; STONEY

CREEK CITY OF HAMILTON

Address HIGHLAND ROAD

HAMILTON

PIN 17376 - 0111 LT

Description PT LT 24, CON 8 SALTFLEET , PART 1, 2 & 3 , 62R1954 ; S/T SA39491,SA39514

STONEY CREEK CITY OF HAMILTON

Address UPPER CENTENNIAL PARKWAY

HAMILTON

Document to be Discharged

Registration No.DateType of InstrumentWE13476802019 04 05Charge By Partnership

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF

BUILDING & DEVELOPMENT MORTGAGES CANADA INC.

Address for Service c/o FAAN Mortgage Administrators

20 Adelaide Street East, Unit 920

Toronto, ON M5C 2T6

I, Lana Bezner, Managing Director, have the authority to bind the corporation.

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

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

Signed By

Stephanie Beth Eiley 1500-151 Yonge St. acting for Signed 2021 11 09

Toronto Applicant(s)

M5C 2W7

Tel 416-863-1188 Fax 416-863-0305

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

Submitted By

TORKIN MANES LLP 1500-151 Yonge St. 2021 11 09

Toronto M5C 2W7

Tel 416-863-1188 Fax 416-863-0305

Fees/Taxes/Payment

Statutory Registration Fee \$66.30 Total Paid \$66.30

File Number

Discharging Party Client File Number: 40853-03

This is Exhibit "98" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024. LRO # 59 Charge By Partnership

Registered as SN585022 on 2019 04 04 at 16:34

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

yyyy mm dd Page 1 of 25

Properties

PIN 64269 - 0559 LT Interest/Estate Fee Simple

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD

BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address 2334 ST PAUL AVENUE

NIAGARA FALLS

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 GO-TO NIAGARA FALLS EAGLE VALLEY LP

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario

L6G 7T5

This is the firm name of the Partnership/Limited Partnership.

Name GO-TO NIAGARA FALLS EAGLE VALLEY INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario

6G 7T5

I, Oscar Furtado President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Chargee(s) Capacity Share

Name SCARECROW CAPITAL INCORPORATED

Address for Service 250 Lesmill Road Toronto, Ontario

M3B 2T5

Statements

Schedule: See Schedules

Provisions

Principal \$13,712,500.00 Currency CDN

Calculation Period

 Balance Due Date
 2021/04/04

 Interest Rate
 15.00% per annum

Payments

Interest Adjustment Date 2019 04 04

Payment Date First Payment Date

Last Payment Date 2021 04 04 Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor

Additional Provisions

This is a collateral Charge/ Mortgage relating to a charge/ mortgage on the properties municipally described as 355 Adelaide St. W., Toronto and 46 Charlotte St., Toronto (the "Property").

Any full discharge of the Charge/ Mortgage secured against the Property shall constitute a full discharge of this Charge/ Mortgage.

The Guarantors of this Charge/ Mortgage are Hans Jain, Oscar Furtado and Richmond & Mary Development Inc.

LRO # 59 Charge By Partnership

Registered as SN585022 on 2019 04 04 at 16:34

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

yyyy mm dd Page 2 of 25

Signed By

Davide Joseph Di Iulio 1000-120 Adelaide St. W. acting for Signed 2019 04 04

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

 SCHNEIDER RUGGIERO LLP
 1000-120 Adelaide St. W.
 2019 04 04

Toronto

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$64.40

Total Paid \$64.40

File Number

Chargee Client File Number: 40935

SCHEDULE TO THE ATTACHED CHARGE/MORTGAGE

RECITALS

The Lender has agreed to make a loan in favour of the Borrower upon the terms and conditions more particularly contained

The Borrower is the registered owner of the lands and premises described in the electronic Charge to which this schedule is attached

This Charge is given by the Borrower to the Lender as continuing security for the repayment by the Borrower to the Lender of such

loan and the performance by the Borrower of its obligations as more particularly described herein.

ARTICLE 1 - DEFINITIONS

For the purposes of this Charge the following definitions will apply: 1.1

"Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and shall also include any interpretation of the Law or any part of the Law by any Person having jurisdiction over it or charged with its administration or interpretation;

"Applicable Rate" means the interest rate set out in the electronic Charge to which this schedule is attached or, in the alternative, the interest rate set out in the Commitment;

"Bills" has the meaning ascribed thereto in Section 10.1(a);

"Borrower" means the party identified as "Chargor" set out in the electronic Charge to which this schedule is attached and its successors and assigns:

"Business Day" means a day on which the Lender is open for business but specifically excluding Saturdays, Sundays or statutory holidays pursuant to the laws of Canada or the Province of Ontario and "Business Days" means more than one Business Day:

"Charge" means this charge/mortgage of land and all instruments supplemental hereto or in amendment, renewal, extension, restatement, replacement or confirmation hereof;

"Charged Premises" means, collectively, the Lands and the Improvements;

"Commitment" means the letter of commitment between the Borrower and the Lender, as the same has been or may be amended, restated, supplemented, renewed, extended or superseded from time to time;

"Environmental Approvals" has the meaning ascribed to it in Section 12.1 hereof;

"Environmental Laws" or "Environmental Law" has the meaning ascribed to them in Section 12.1 hereof;

"Event of Default" has the meaning ascribed thereto in Section 18.1 hereof;

"Event of Insolvency" means the occurrence of any one of the following events:

- If the Borrower, or the Guarantor(s), shall, other than as expressly permitted hereby: (a)
 - be wound up, dissolved or liquidated, whether pursuant to the provisions of the laws of the Province of (i) Ontario or the federal laws of Canada applicable therein, or any other law or otherwise, or becomes subject to the provisions of the Winding-Up and Restructuring Act (Canada), or has its existence terminated or has any resolution passed therefor; or
 - makes a general assignment for the benefit of its creditors or files a proposal or a notice of intention to (ii) make a proposal under the Bankruptcy and Insolvency Act (Canada), shall otherwise acknowledge its insolvency or shall be declared or become bankrupt or insolvent; or
 - proposes a compromise or arrangement or otherwise brings proceedings under or becomes subject to the (iii) provisions of the Companies' Creditors Arrangement Act (Canada) or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or any other relief for itself under, or in any way takes the benefit of, the Bankruptcy and Insolvency Act (Canada) or any other present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors; or
 - be unable, by reason of insolvency or similar circumstances, to pay its trade creditors generally, within one (iv) hundred and twenty (120) days of the rendering of trade accounts or admit its inability to pay its debts or perform its obligations as they become due; or
- If a court of competent jurisdiction shall enter an order, judgment or decree against the Borrower in respect of any (b) re-organization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of

Page 1 of 23

existence, declaration of bankruptcy or insolvency, or similar relief under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors, or the Borrower shall acquiesce in the entry of such order, judgment or decree, unless the Borrower is also proceeding forthwith to diligently and in good faith contest the same and, provided that none of the Charged Premises, the Charge or the Security, the value of the Charged Premises or the operation thereof, are adversely affected and there is no prejudice to the Lender in the Lender's reasonable opinion, and such order, judgement or decree is vacated or permanently stayed within fifteen (15) days of its making; or

- (c) If any trustee in bankruptcy, receiver, receiver and manager, monitor or liquidator or any other officer with similar powers shall be appointed for the Charged Premises or any portion thereof, or for the Borrower or the Guarantor(s), or for all or any substantial part of its assets or its interest in the Charged Premises with the consent or acquiescence of the Borrower; or
- (d) If, other than as expressly permitted hereby, an encumbrancer or the holder of any lien or charge or any other creditor takes possession of the Charged Premises or the Borrower's interest in the Charged Premises, or any part thereof, or if a distress, execution, garnishment or any similar process is levied or enforced upon or against the same:

"Governmental Authority" means any federal, provincial, territorial or municipal government and any executive, judicial, regulatory or administrative functions of, or pertaining to, government (including, without limitation, all boards, commissions, agencies, departments and ministries);

"Guarantor(s)" means any Person from time to time guaranteeing the Indebtedness;

"Hazardous Substance" has the meaning ascribed to it in Section 12.1 hereof;

"Improvements" means the buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements now located on the Lands and all appurtenances pertaining thereto, together with all other buildings, structures, fixtures and improvements hereafter located from time to time in, on or under the Lands and all personal property, equipment and chattels now or hereafter affixed to the Lands or to such buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements owned by the Borrower;

"Indebtedness" means, collectively, the Principal Sum, any debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender of any kind or nature, present or future and arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and in all cases arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith. The term includes, without limitation, all interest, yield maintenance, charges, expenses, fees, including all processing and commitment fees and all legal fees and disbursements (in each case whether or not allowed), and any other sum chargeable to the Borrower under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith;

"Inspections" has the meaning ascribed to it in Section 12.1 hereof;

"Interest Adjustment Date" means the interest adjustment date set by the Lender for the purposes of setting a payment schedule;

"Lands" means the lands and premises described in the electronic Charge to which this schedule is attached, including all tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, and the reversion or reversions, remainder and remainders, rents, issues and profits therefrom, and all the estate, right, title, interest, property claim and demand whatsoever of the Borrower of, in and to the same and of, in and to every part thereof;

"Lease Benefits" means the benefit of all covenants and obligations of tenants, licencees or occupants contained in any of the Leases, including, without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the landlord's rights under any Lease and generally any collateral advantage or benefit to be derived from the Leases or any of them;

"Lease Rights" means, collectively, the Leases, the Rents and the Lease Benefits;

"Leases" means all present and future leases, subleases, licences, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Borrower, or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Charged Premises, including all agreements collateral thereto, but which, for the purpose of this definition does not include the Property Lease, and "Lease" means any one of them;

"Lender" means the party identified as "Chargee" in the electronic Charge to which this schedule is attached, and its successors and assigns;

"Loan" means the loan extended or to be extended by the Lender to the Borrower in the principal amount set out in the electronic Charge to which this schedule is attached and secured by this Charge and other security given to the Lender by the Borrower and the Guarantor(s), if any;

"Major Tenant Leases" means any agreements to lease, offers to lease or leases, subleases or occupancy agreements in respect of premises situate on the Charged Premises and which are determined by the Lender in its discretion to be material to the Charged Premises and the extension and maintenance of the Loan;

"Maturity Date" means, subject to early maturity by reason of the occurrence of an Event of Default and the acceleration of repayment at the option of the Lender, the balance due date set out in the electronic Charge to which this schedule is attached:

"Permitted Encumbrances" means the items more particularly set out in Schedule 'A' hereto together with such other encumbrances, liens and interests affecting the Charged Premises which are acceptable to the Lender in its sole discretion. If no Schedule 'A' is attached hereto, there are no permitted encumbrances;

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated or entity or association of any nature;

"Principal" or "Principal Sum" means the principal amount of the Loan owing from time to time by the Borrower to the Lender;

"Rents" means all rents, issues and profits now due or to become due under or derived from the Leases;

"Security" means, collectively, all other or additional security, other than this Charge, given by the Borrower or others to the Lender as security for the Loan;

"Taxes" means for each year during the term of this Charge all real property taxes, business taxes, rates, duties, charges, assessments, impositions, taxes, levies and charges for local improvements or otherwise, imposed upon or assessed against the Charged Premises or any part or parts thereof by any Governmental Authority including, without limitation, school boards, and paid or payable by the Borrower or any tenant of the Charged Premises, but shall not include franchise, capital levy or transfer tax or any income, excess profits or revenue tax or any other tax or impost of a personal nature charged or levied upon the Borrower or any tenant of the Charged Premises. If the system of real property taxation or business shall be altered or varied and any new tax shall be levied or imposed on all or any portion of the Charged Premises or the revenues therefrom in substitution for, or in addition to, taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included herein; and

"Term" means the term of this Charge and being a period which expires on the Maturity Date.

ARTICLE 2 - CHARGING PROVISIONS

- 2.1 Now therefore witnesseth that the Borrower, being the registered owner of a freehold estate in fee simple in possession of the Lands, in consideration of the Loan advanced or to be advanced by the Lender to the Borrower or for its benefit, and as security for the repayment of all Indebtedness and the performance of the obligations of the Borrower hereunder, does hereby grant, mortgage, charge and create a security interest in, to and in favour of the Lender all of its estate, right, title and interest in and to the Charged Premises and covenants and agrees to and with the Lender as hereinafter provided.
- 2.2 The last day of any term reserved by any lease or sublease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower, as lessee, and forming part of the Charged Premises is hereby excepted out of the mortgage, charge, assignment and security interest hereby created or granted or any instrument in implementations hereof, and the same shall be deemed to be a charge by way of sublease. As further security for the payment of the Indebtedness, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Charge and to assign and dispose thereof, without cost or expense to the Lender, in such manner as the Lender shall by notice in writing, for such purpose, direct. Upon any sale, assignment, sublease or other disposition of such leasehold interest or any part thereof, the Lender, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser, assignee, sublessee or other acquirer thereof, shall be entitled by deed or writing to appoint such party or parties as a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

ARTICLE 3 - REPAYMENT AND INTEREST

- 3.1 The Borrower covenants to pay to or to the order of the Lender at its offices as set out in Article 23 hereof or at such other address as the Lender may from time to time designate in writing, without set-off, compensation or deduction, and without deduction for bank service or any other charges, the Principal Sum together with all other Indebtedness with interest thereon at the Applicable Rate, as well after as before maturity and both before and after default, demand and judgment. Such interest at the Applicable Rate shall be computed from the date of advance to become due and be paid initially on the Interest Adjustment Date and thereafter to be paid in equal instalments of interest, commencing on the first payment date set out in the Commitment or in the electronic Charge to which this schedule is attached and continuing each month during the Term, to and including the last payment date set out in the Commitment or the electronic Charge to which this schedule is attached, each such instalment to be in the amount stipulated in the Commitment or in the electronic Charge to which this schedule is attached and the last instalment, in the amount of the then remaining balance of the Principal Sum, other Indebtedness and accrued interest thereon, to be paid on the Maturity Date.
- 3.2 The Borrower acknowledges and agrees that monthly instalments for interest described in Section 3.1 together with all payments for Taxes as set out in Section 10.1 hereof must pass through a single bank account on which the Borrower will have provided post-dated cheques (as required by the Lender) or have pre-authorized the Lender to withdraw the monthly payments under this Charge plus any Taxes payable in respect of the Charged Premises if not otherwise paid by the Borrower. In addition, the Borrower must maintain at all times in such account a minimum balance equal to the sum of the monthly payment of principal, interest and Taxes (as such Taxes become due).
- 3.3 It is hereby agreed that if default should occur in payment of any sum due at the time appointed for payment thereof as herein provided, compound interest at the Applicable Rate shall be payable on the sum in arrears from time to time, as well after as before maturity, and if interest as compounded is not paid within one (1) month from the time of

Page **3** of **23**

default, a rest shall be made, and compound interest at the Applicable Rate shall be payable on the aggregate then due, as well after as before maturity, both before and after default, demand and judgement and so on from time to time and all such interest and compound interest shall be a charge on the Charged Premises.

- 3.4 All interest in arrears shall be treated (as to payment of interest thereon) as Principal and shall bear compound interest, as well after as before maturity, default and judgement as provided in Section 3.3 hereof.
- 3.5 The Borrower will pay interest, including interest on overdue interest, at the Applicable Rate on any arrears of instalments of interest, and any payment by the Borrower shall be applied by the Lender first on account of interest and then on account of principal.
- 3.6 All payments of principal and interest pursuant to Section 3.1 shall be made to and received by the Lender prior to 3:00 p.m. on the date due, failing which such payment shall be deemed received on the next succeeding Business Day provided that in such case, such extension of time shall be included for the purpose of computation for interest; provided further that in the event any payment is due on a day which is not a Business Day, it shall be payable prior to 3:00 p.m. on the next succeeding Business Day and provided such payment is received by such date and such time, then, save in respect of repayment of the Indebtedness at the Maturity Date where interest shall be charged for extensions to the next succeeding Business Day, interest shall not be charged for such extension.

ARTICLE 4 - CRIMINAL RATE OF INTEREST

4.1 Notwithstanding any other provisions of this Charge, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, (Canada), as the same shall be amended, replaced or re-enacted from time to time) payable to the Lender under this Charge exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Charge lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and the amount of such payment or collection in excess of that lawfully permitted shall be refunded by the Lender to the Borrower.

ARTICLE 5 - INTEREST ACT (CANADA)

- 5.1 For the purposes of this Charge, whenever interest is payable or stated not on the basis of a yearly rate, such rate of interest may be determined by multiplying the Applicable Rate by a fraction the numerator of which is the actual number of days in the calendar year in which the same is to be ascertained and the denominator of which is the number of days in the period for which such rate is determined to be payable.
- 5.2 All calculations of interest or fees under this Charge are to be made on the basis of the stated rates set out herein and not on any basis which gives effect to the principle of deemed re-investment.

ARTICLE 6 - PREPAYMENT

6.1 Subject to prepayment provisions provided for in the Commitment, if any, or early maturity by reason of the acceleration of the repayment of the Indebtedness at the option of the Lender upon the occurrence of an Event of Default, the Borrower shall not be entitled to prepay all or any portion of the Principal under this Charge prior to the Maturity Date.

ARTICLE 7 - NO OBLIGATION TO ADVANCE

- 7.1 The Borrower acknowledges and agrees that the Lender is not bound to make any advance of any of the Principal Sum or any unadvanced portion thereof by reason of the registration of this Charge in any place or registry office or the advance of any part of the said Principal Sum, it being acknowledged by the Borrower that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained herein being true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the Security or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.
- 7.2 In the event this Charge is registered and either no advance whatsoever is made hereunder by the Lender or the Borrower's ability to draw down funds is terminated by the Lender before any funds are advanced, the Lender will, at the expense of the Borrower and upon payment of all monies, costs, fees and disbursements then due to the Lender, promptly upon request by the Borrower execute and deliver to the Borrower, or any agent thereof, registrable discharges of this Charge and of the Security, for use in every registry office where they or notices thereof have been recorded or filed; provided that the Borrower acknowledges that this Section 7.2 shall be of no effect once any advance of the funds is made hereunder by the Lender.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 The Borrower represents and warrants in favour of the Lender, acknowledging that the Lender is relying on such representations and warranties in extending the Loan:
- (a) The Borrower is a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and has all necessary corporate power and authority to enter into this Charge and the Security and to perform or cause to be performed its obligations contained herein and therein, to own and operate the Charged Premises and to carry on it business pertaining thereto as presently carried on;
- (b) There are no provisions in the articles or bylaws of the Borrower or any unanimous shareholders agreement of or with respect to the Borrower or to which the Borrower is a party which restrict, limit or regulate in any way the powers of the Borrower to borrow on credit or to issue, sell or pledge any of the property or assets now or hereafter owned by it to secure its debt obligations, save and except any provisions which have been complied with. No steps or

Page 4 of 23

proceedings have been taken or are pending to amend or supersede the articles or bylaws of the Borrower in a manner which would impair or limit the Borrower's ability to perform its obligations hereunder or under the Security;

- (c) The Borrower has taken all necessary corporate action to authorize the execution and delivery of this Charge and the Security, and performance of the provisions of each in accordance with its terms;
- (d) The authorization, creation, execution or delivery of this Charge or the Security or the Borrower's performance of its obligations hereunder or thereunder does not require any approval or consent of any Governmental Authority having jurisdiction nor will any such action be in conflict with or contravene any of the Borrower's articles, bylaws, unanimous shareholders agreement, if any, or resolutions of directors or shareholders, or the provisions of any indenture, instrument, agreement or undertaking to which the Borrower is a party or by which it or its properties or assets are bound, or result in the creation, imposition or cyrstallization of any hypothec, title retention, charge, pledge, lien, encumbrance or security interest of any kind upon any of its property or assets subject to the Charge or security interest created thereby or by the Security other than in accordance with the provisions of this Charge and the Security. This Charge and the Security when executed and delivered will constitute valid and legally binding obligations of the Borrower, enforceable against it in accordance with its terms;
- (e) There is not now pending or, to the best of the Borrower's knowledge or belief after due inquiry, threatened against the Borrower, any litigation, action, suit, investigation or other proceeding by or before any court, tribunal or other competent Governmental Authority which would materially adversely affect the present or prospective ability of the Borrower to perform its obligations under this Charge or the Security, as the case may be, or which calls into question the validity or enforceability of this Charge or the Security;
- (f) No Event of Insolvency has occurred or is threatened or pending;
- (g) The Borrower is the registered owner of and has a good and marketable title in fee simple to the Lands, and, unless otherwise disclosed to the Lender in writing, is the legal and beneficial owner of the Charged Premises, free and clear of all security interests, charges, liens and other encumbrances whatsoever except for the Permitted Encumbrances, which Permitted Encumbrances are in good standing;
- (h) The Borrower has the right to charge the Charged Premises to the Lender;
- (i) The Borrower has not received any notice of or threat of a lien under the Construction Lien Act (Ontario), as amended, against the Charged Premises nor has any lien been registered against the Charged Premises in respect of labour, materials or services furnished with respect to any improvement thereon which has not been discharged;
- (j) Unless expressly stipulated in the Commitment, the Charge is not being given with the intention to use the proceeds thereof to finance any alterations, additions or repairs to, or any construction, erection, demolition or installation on the Charged Premises or any structure thereon;
- (k) Unless expressly stipulated in the Commitment, the Charge is not a building mortgage, within the meaning of the Construction Lien Act (Ontario), as amended, and the funds to be advanced by the Lender are not being used to repay a building mortgage;
- (I) There has been no improvement or materials supplied on or in respect of the Charged Premises in respect of which a construction lien could arise and which has not been completed or abandoned within the forty-five (45) days immediately preceding the date hereof;
- (m) Except as disclosed to the Lender in writing, the existing and proposed uses, the operation of the Charged Premises and the business conducted thereon comply and, to the best of the Borrower's knowledge and belief, have (including all prior uses) at all times complied with all Applicable Laws, including all Environmental Laws, and the Borrower is not in violation of, and does not violate, by virtue of the ownership, use, maintenance or operation of the Charged Premises or the conduct of any business related thereto, any Applicable Laws, including all Environmental Laws;
- (n) The Charged Premises may be charged by the Borrower in compliance with the *Planning Act* (Ontario), and no severance of any adjoining lands owned by the Borrower is required;
- (o) All financial statements and data delivered or presented to the Lender by the Borrower up to and including the date hereof are true and correct in all material respects as at the dates and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender all financial information relevant to the Lender in respect of making the Loan and there is no information, financial or otherwise, which has not been disclosed to the Lender which would be material to the Lender in its decision to advance the Loan, and, without limiting the foregoing, neither the Guarantor(s) nor the Borrower has failed to disclose to the Lender any facts or information material to the making of the Loan;
- (p) No Event of Default, or an event which with the giving of notice, lapse of time or otherwise, would constitute an Event of Default exists;
- (q) Each Permitted Encumbrance is in good standing and all obligations and covenants required to be met or complied with thereunder on the part of the Borrower have been complied with and, in respect to any other party thereto to the best of the Borrower's knowledge and belief, have been met or complied with;
- All Leases entered into as of the date hereof are valid, subsisting and enforceable leases and are in good standing
 as of the date hereof without right of set-off or abatement;
- (s) The Borrower is not bound by any indenture, agreement, lease or other instrument, nor is it subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction or any of the Applicable Laws, which materially adversely affects its business operations in respect of the Charged Premises or

the performance of its obligations under this Charge or the Security;

- The Borrower has complied with all Applicable Laws in respect of any residential unit located on the Charged (t) Premises, including in respect of any conversion, demolition, rentals charged or fillings or applications to be made and there are no outstanding orders, decisions or directives made or pending which are or would be adverse to the Borrower or the Charged Premises in respect of any residential unit located on the Charged Premises;
- Each partner of the limited partnership of which the Borrower is the general partner is not a non-resident of Canada (u) within the meaning of the Income Tax Act (Canada);
- With respect to each partner of the limited partnership of which the Borrower is a general partner that is a Canadian (v) corporation, either (i) the shares of that corporation do not derive their value, directly or indirectly, primarily from foreign property, all within the meaning of the Income Tax Act (Canada) or (ii) the corporation is a corporation described in subsection 206(1.1) of the Income Tax Act (Canada), as that provision may be amended from time to
- The Borrower shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien (w) or other encumbrance of the Lands intended to rank subordinate to this Charge; and
- (x) The Borrower is not and shall not be during the Term (without the prior written consent of the Lender), a farmer within the meaning of the Farm Debt Mediation Act (Canada).
- 8.2 The representations and warranties set out in this Article 8 shall speak as of the date made, survive the execution and delivery of this Charge and the making of any advance hereunder and continue to be true and accurate during the Term of this Charge, notwithstanding any investigations or examinations which may be made by the Lender or the Lender's solicitors and the Lender shall be deemed to have relied on such representations and warranties in making advances under the Loan.
- 8.3 The Borrower shall indemnify and save harmless the Lender from and against all losses, damages, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from any omission, inaccuracy or misrepresentation of the Borrower herein relating to or concerning the Charged Premises and with respect to all losses, charges, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from or arising in connection with environmental matters relating to, arising from, in connection with or concerning the Charged Premises, whether referred to or contemplated herein or hereby.

ARTICLE 9 - COVENANTS

- 9.1 The Borrower covenants with the Lender that upon the occurrence of an Event of Default, the Lender shall have quiet possession of the Charged Premises, free from any encumbrances, save and except for the Permitted Encumbrances.
- 9.2 The Borrower shall not without the prior written consent of the Lender, which may be withheld in the sole discretion of the Lender permit or suffer to exist any charges, liens, security interests or other encumbrances against the Charged Premises, save and except for the Permitted Encumbrances; and the Borrower shall maintain the Permitted Encumbrances in good standing and provide notice to the Lender forthwith of any default under any of the Permitted
- 9.3 The Borrower shall not initiate, permit or suffer to exist any Event of Insolvency, in respect of itself or, to the extent that the Loan, this Charge or the Security is affected by the occurrence of any such event, of any related person or corporation, including without limitation, any parent corporation of the Borrower. The Borrower covenants and agrees (i) to provide two Business Days' notice prior to the occurrence of an Event of Insolvency (an "Insolvency Notice"), and agrees that the receipt of an Insolvency Notice by the Lender shall constitute an immediate Event of Default if the Borrower or any Guarantor(s) is an applicant or takes the benefit of such statute or proceeding or if any of these proceedings otherwise affect the rights or entitlements of the Lender under the Loan, this Charge or the Security or the Lender's ability to enforce this Charge or the Security, and (ii) prior to the commencement of any such proceedings, to deliver to the Lender copies of all relevant filing materials, including, without limitation, copies of draft court orders, plans of compromise, proposals and notices of intention, it being intended by the Borrower that the Lender be entitled during the period after receipt of an Insolvency Notice to enforce this Charge and the Security for the purpose of, among other things, taking possession and control of the Charged Premises, in the Lender's sole discretion.
- 9.4 The Borrower shall not, without the prior written consent of the Lender, initiate, join in or consent to any change to or modification in any private restrictive covenant, municipal or other governmental law, rule or regulation, by-law, or any other public or private restrictions, limiting or defining the uses which may be made of the Charged Premises, or any part thereof and which could adversely affect the Charge, the Security, the day- to-day operations of the Charged Premises, the income derived therefrom or the value of the Charged Premises.
- 9.5 The Borrower shall comply in all respects with all covenants, deed restrictions, easements and Applicable Laws which pertain to the ownership, use or operation of the Charged Premises or the performance by the Borrower of its obligations under this Charge and shall ensure that all representations and warranties contained herein continue to be true and accurate at all times during the Term.
- 9.6 The Borrower shall permit the Lender, or cause to be made available to the Lender, access to all records, both written and electronic, pertaining to the Charged Premises and upon request shall make copies of such information for the Lender. For such purposes, the Lender shall have reasonable access to the Charged Premises or such other place as such records are kept upon reasonable prior written notice to the Borrower.
- 9.7 The Borrower shall fulfil on a timely basis any undertaking provided by it to the Lender at the time of the advance of

the

Loan.

- 9.8 The Borrower covenants to ensure that this Charge will remain a valid and enforceable mortgage of the Charged Premises with first priority subject only to the Permitted Encumbrances and the Borrower will fully and effectively maintain and keep the Security as valid and effective security during the currency hereof.
- 9.9 The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting the Charged Premises if the result thereof might have a material adverse effect on the Charged Premises, the financial condition or operations of the Borrower or any Guarantor(s) or its ability to perform its obligations hereunder and shall, from time to time, furnish to the Lender all reasonable information requested by the Lender concerning the status of such litigation, proceeding or dispute and shall in all such cases diligently and in good faith proceed to defend, settle or otherwise deal with any such litigation, proceeding or dispute in a commercially reasonable manner.
- 9.10 The Borrower shall promptly give notice to the Lender upon becoming aware of and provide particulars in respect of:
- (a) An Event of Default or any event which with the passage of time or giving of notice would constitute an Event of

 Default:
 - (b) Any default under a Lease;
 - (c) Details of material renovations to the Charged Premises when the Borrower intends to or reasonably anticipates that it will renovate the Charged Premises;
 - (d) Any default under any Permitted Encumbrance;
- (e) Any notice of expropriation, action or proceeding materially affecting the Charged Premises or the violation of any

 Applicable Law which may have a material adverse affect on the Charged Premises; and
 - (f) Any matter which may have a material adverse affect upon the Borrower or the Guarantor(s) or Charged Premises or the operations conducted thereon, or the security constituted by this Charge and the Security.
- 9.11 The Borrower covenants at all times:
 - (a) to perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases (except the extent the same have been expressly waived by the other parties to such Leases and except in circumstances where the tenant is in default and the Borrower is acting prudently and in the best interests of the Charged Premises);
 - (b) to maintain or cause to be maintained the Lease Rights in good standing and not to do, permit to be done or omit to do anything which may impair the enforceability of the Lease Rights;
 - (c) save for the deposits for the first and last month rentals, not to accept Rents more than one (1) month in advance of the dates when Rents fall due;
- (d) not to enter into Leases which are not at arm's length unless the terms thereof are at least equal to current market terms;
 - (e) not to enter into Lease which do not constitute Major Tenant Leases (each of which must be approved by the Lender as hereafter provided) unless such leases are substantially on Lender pre-approved standard lease forms and not to enter into Major Tenant Leases without the Lender's approval as hereafter provided;
 - (f) not to or to permit termination, alteration or amendment or waiver of rights or remedies or otherwise take any action with respect to any of the Leases which in the aggregate would create a material reduction in Rents from those payable as of the date hereof, without the prior approval of the Lender;
 - (g) not to further assign, mortgage or pledge or permit the assignment, mortgaging or pledging of any Lease or the rents thereunder, save for assignments by tenants of their tenant's interest in Leases, to the extent permitted under such Leases; and
 - (h) to ensure in respect of all Leases now or hereafter entered into that (i) the tenant thereunder, at the option of the Lender, subordinates its lease to the security of this Charge and attorns to and becomes a tenant of the Lender or any purchaser from the Lender in the event of the exercise of a sale remedy by the Lender, for the unexpired residue of the term and upon the terms and conditions of said lease, provided the Lender will agree to enter into non- disturbance agreements on commercially reasonable terms with all such tenants; and (ii) at the request of the Lender, provide as further security specific assignments of Leases hereinafter entered into.
- 9.12 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, enter into any agreement or document in respect of the Charged Premises (except for leases in accordance with the terms hereof and the Security) which is material to the ownership, value, operation, or use of the Charged Premises unless the same is in the ordinary course of business.
- 9.13 With respect to any Major Tenant Lease, the Borrower shall not and shall not permit without the prior written consent of the

Lender:

- (a) cancel or modify any Major Tenant Lease, release the obligations of any lessee thereunder, accept a surrender of a Major Tenant Lease, accept any prepayment of Rents thereunder or consent to any sublet or assignment by the lessee under any Major Tenant lease (except where the provisions of such Major Tenant Lease require the landlord to do so); or
- (b) enter into any Major Tenant Lease unless the terms, form and substance of such Major Lease is satisfactory to the

 Lender, acting reasonably; or
 - (c) to further assign, mortgage, pledge, hypothecate or otherwise deal with any Major Tenant Lease.
- 9.14 The Borrower shall do or cause to be done all things necessary to keep in full force and effect all rights, franchises, licences and qualifications necessary or incidental to perform or cause to be performed its obligations contained in this Charge and the Security and to carry on its business pertaining thereto as presently carried on.
- 9.15 The Borrower shall from time to time to pay or cause to be paid all amounts related to taxes, wages, workers compensation obligations, government royalties, and any other similar amounts relating to the business conducted on the Charged Premises if non-payment thereof may result in an encumbrance (other than a Permitted Encumbrance) against the Charged Premises or any of the assets secured in favour of the Lender by the Security.
- 9.16 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, cause or permit any change in the status of the Borrower that results in the representations contained in Subparagraph 8.1(u) or Subparagraph 8.1(v) ceasing to be accurate in all material respects.
- 9.17 The Borrower covenants, subject to the rights of reorganization herein contained, to continue as a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and maintain all necessary corporate power and authority to perform or cause to be performed its obligations contained herein and in the Security, to own and operate the Charged Premises and to carry on its business pertaining thereto as presently carried on.
- 9.18 The Borrower covenants that, unless in respect of a reorganization of the Borrower permitted under Paragraph 18.1(h) or with the consent of the Lender as provided therein, no steps or proceedings will be taken to amend or supersede the articles or bylaws of the Borrower and in any event no steps or proceedings, including any reorganization of the Borrower, will be taken in a manner which would impair or limit the Borrower's or its successor's ability to perform its obligations hereunder or under the Security.
- 9.19 The Borrower will not enter into any indenture, agreement, lease or other instrument, nor become subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction, which materially adversely affects the Charged Premises.

ARTICLE 10 - TAXES/LIENS

10.1

- (a) The Borrower shall pay or cause to be paid, all Taxes together with such other amounts, the failure to pay which would give rise to a lien against the Charged Premises, as and when the same shall fall due and payable (collectively, the "Bills").
- With respect to Taxes at the option of the Lender, the Borrower shall pay to the Lender in equal monthly (b) instalments on the first day of each month in each calendar year during the Term, commencing on the first day of the month next following the Interest Adjustment Date, one-twelfth (1/12) of the annual Taxes (or such amount as may be required in order to pay the Taxes as they become due) as reasonably estimated by the Lender; said payments of Taxes shall be paid to the Lender in addition to the instalments of interest due and payable under this Charge, to be deposited upon receipt and held by the Lender in an interest-bearing account for the payment of Taxes, with interest to accrue thereon to the benefit of the Borrower and to be credited in reduction of the amount required to be paid to the Lender for Taxes. The Lender agrees that upon and subject to receipt of monies for Taxes it will remit such monies to the proper municipal offices in payment of Taxes as required from time to time; provided that if any Event of Default shall occur and be continuing, then the Lender, at its sole option, may apply all or any part of any funds held in such account to any amount due hereunder, whether principal, interest or otherwise. The Borrower shall also pay, or cause to be paid, to the Lender before the due date for the payment of Taxes (or next periodic instalment date therefor, as the case may be) any sums in addition to the aforesaid monthly instalments which may be required in order that out of such sums held in trust or escrow by the Lender and such additional sums, the Lender may pay the whole amount of Taxes assessed thereto, on the due date for payment thereof. Notwithstanding the foregoing provisions of this Paragraph 10.1(b), the Borrower acknowledges that the Lender is under no obligation to collect from the Borrower monthly instalments on account of Taxes. In addition, the Borrower acknowledges its obligation to pay all Taxes when due, whether or not the payment of all Taxes are the responsibilities of tenants and whether or not such tenants have remitted the same to the Borrower.
- (c) The Lender may, after written notice being given to the Borrower, pay all unpaid and due Taxes, and any amounts, the failure to pay which would give rise to a lien and any amounts so paid by the Lender shall become part of the Principal hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender with interest at the Applicable Rate until naid
- (d) If the Charged Premises or any part thereof are sold or forfeited for nonpayment of Taxes while any sum

remains unpaid hereunder, the Lender may acquire the title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Lender may pay, either in its own name or in the name of the Borrower and on the Borrower's behalf, any and all sums necessary to be paid to redeem such land so sold or forfeited, and to revest such lands in the Borrower, and the Borrower hereby nominates and appoints the Lender as agent to pay such monies on the Borrower's behalf and in the Borrower's name, and any monies so expended by the Lender shall become part of the Principal Sum hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender and until so paid shall bear interest at the Applicable Rate or in the alternative, the Lender may purchase the Charged Premises at any tax sale of the

- Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest or (e) defend any actions brought to recover, or appeal any judgments recovered against it in respect of any Bills, or other like charges, or any construction or other liens levied or registered against the Charged Premises, by appropriate proceedings diligently conducted in good faith, provided that the Borrower shall have first deposited with the Lender, or otherwise provided to the reasonable satisfaction of the Lender, such security as the Lender acting reasonably may require including, without limitation, security for the payment of such Bills, charges or liens and any costs payable in connection therewith, and further provided that the Lender shall have determined, to its reasonable satisfaction, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall not materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises. Should the Lender at any time thereafter determine, in its reasonable discretion, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises, the Lender may realize upon such security for payment as aforesaid and pay such Bills, charges or liens. Upon termination of such proceedings, the Borrower shall promptly pay or cause to be paid the amount of the Bills, charges or liens and any other costs, fees, interest and penalties as are properly payable upon determination of such proceedings and promptly cause any tax notifications, caveats, liens, certificates of or pertaining litigation or any other form of notice or encumbrance in respect thereof to be promptly discharged from the title to the Charged Premises at the sole expense of the Borrower whereupon all such security deposited or otherwise provided to the Lender and any proceeds from the realization thereof not paid on account of Bills as aforesaid, shall be returned and paid to the Borrower.
- (f) The Borrower agrees to and does hereby indemnify the Lender against all claims, demands, costs, damages and expenses which arise in respect of any default, late payment, omission, act or proceeding by the Borrower, under or in respect of this Section 10.1.
- (g) If the Lender comes into and for as long as it is in possession of the Charged Premises, the Lender, in its sole discretion, shall be entitled to and shall enjoy all the rights of the Borrower set out in Paragraph 10.1(d) hereof, to the exclusion of the Borrower.

ARTICLE 11 - INSURANCE

- The Borrower will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Lender, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Lender. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Lender, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Lender. Evidence of continuation of all such insurance having been effected shall be produced to the Lender at least fifteen (15) days before the expiration thereof; otherwise the Lender may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Borrower and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Lender may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Lender and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Lender therefore shall be payable forthwith by the Borrower with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Lender as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- 11.2 During any construction on the Charged Property, the Borrower shall maintain:
 - (i) Builders' all-risk coverage for 100% of the construction cost with loss payable to the Lender by way of an Insurance Bureau of Canada ("IBC") approved mortgage clause. The policy must cover flood, earthquake, building by-laws, delayed opening, must allow for partial occupancy of the premises and provide for interim loss payments during reconstruction;
 - (ii) Wrap-Up Liability coverage in an amount not less than \$10,000,000 per occurrence;
 - (iii) Project performance and completion bonds and insurance, including coverage for labour and material bonds; and
 - (iv) Professional Liability coverage in an amount not less than \$10,000,000.

12.1 The following capitalized terms shall have the following respective meanings:

"Environmental Approvals" means all applicable permits, licences, authorizations, consents, directions or approvals required by Governmental Authorities pursuant to the Environmental Laws with respect to the use, occupation, ownership or operation of the Charged Premises;

"Environmental Laws" means all applicable federal, provincial and municipal laws, by-laws, regulations, executory orders, judgments and protocols, relating in whole or in part, to the environment or its protection, and without restricting the generality of the foregoing, includes without limitation, those laws relating to the manufacturing, processing, use, handling, packaging, labelling, sale, storage, recycling, transportation, treatment, destruction, burial or disposal of Hazardous Substances, employee safety, and the emission, discharge, release, deposit, issuance, spraying, dumping, throwing, pouring, spilling, emptying, placing, leaking, seeping, exhausting or abandonment of Hazardous Substances into the atmosphere, air, surface water, ground water, land surface or subsurface strata and, in each such case, as such Environmental Laws may be amended or supplemented from time to time, and "Environmental Law" means any of them;

"Hazardous Substance" means any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in or the object of any Environmental Law, the presence of which in the environment is in contravention of any Environmental Law; and

"Inspections" means all inspections, evaluations or tests conducted by the Lender or any agent or consultant thereof for the purpose of determining the environmental condition of the Charged Premises, as the Lender may deem appropriate, acting reasonably.

12.2 The Borrower represents and warrants (which representations and warranties shall continue throughout the Term of the Loan)

that:

- (a) The condition and use of the Charged Premises is and, to the best of the Borrower's knowledge, any prior use of the same was, in compliance in all material respects with all applicable Environmental Laws;
- (b) The Charged Premises is not subject to any judicial or administrative proceedings alleging violation of any Environmental Laws and there are no outstanding orders or proceedings against the Charged Premises from a Governmental Authority responsible for protecting the environment alleging the violation of any Environmental Laws:
- (c) To the knowledge of the Borrower, the Charged Premises is not the subject of any investigation by Governmental Authorities having jurisdiction evaluating whether any remedial action is needed to respond to a contravention of any Environmental Laws; and
- (d) There is no contingent liability of which the Borrower has knowledge or reasonably should have knowledge in connection with the contravention of any Environmental Laws.

12.3 The Borrower covenants with the Lender:

- (a) If not already provided, to provide to the Lender within ninety (90) days of the execution of this Charge, an environmental audit with respect to the Lands, and if an event shall have occurred after the date of this Charge, which the Lender, acting reasonably, believes may have resulted or may result in material adverse change in the environmental condition of the Charged Premises or any part thereof, to provide such further environmental audits as the Lender may require;
- (b) To provide notice within fifteen (15) days of either having learned of any enactment or promulgation of any Environmental Laws which may result in any material adverse change in the condition, financial or otherwise, of the Charged Premises;
- (c) To defend, indemnify and hold harmless the Lender, its directors, officers, employees, agents and their respective successors and assigns, against any and all loss, cost, expense, claim, liability or alleged liability arising out of any environmental damage occasioned to the Charged Premises contravention of any Environmental Laws;
- (d) To, at all times and at its own expense, conduct its business and maintain the Charged Premises in compliance with all Environmental Laws and Environmental Approvals including causing all tenants of the Charged Premises to comply with the same;
- (e) If the Borrower:
 - receives notice from any Governmental Authority having jurisdiction that violation of any Environmental Law or Environmental Approval has been committed by the Borrower or any tenant with respect to the Charged Premises;
 - (ii) receives notice that any remedial order or other proceeding has been filed against the Borrower or any tenant alleging in respect of the Charged Premises violations of any Environmental Law or requiring the Borrower to take any action in connection with the release of a Hazardous Substance into the environment; or
 - (iii) receives any notice from a Governmental Authority having jurisdiction in respect of the Charged Premises that the Borrower or any tenant may be liable or responsible for costs associated with a

Page 10 of 23

nuisance or a response to, or clean up of, a release of a Hazardous Substance into the environment or any damages caused thereby:

to provide to the Lender a copy of such notice within ten (10) days of the Borrower's receipt thereof, and thereafter shall keep the Lender informed in a timely manner of any developments in such matters, and shall provide to the Lender such other information in respect thereto as may be reasonably requested by the Lender from time to time and shall proceed to deal with the same diligently and in good faith in order to bring the Charged Premises into compliance to the extent necessary to comply with Environmental Laws;

- (f) Unless in existence on the Charged Premises on the date of this Charge, not to use, discharge, transport or install in or upon the Charged Premises any material or equipment containing PCBs or permit any tenant of the Charged Premises to do so and, to the extent in existence on the Charged Premises as of the date of this Charge, to maintain the same in compliance with all Environmental Laws;
- (g) To maintain, and to require all occupants of the Charged Premises to maintain in good leak-proof condition all above-ground and underground storage tanks and drums on the Charged Premises;
- (h) Not to install asbestos or permit asbestos to be installed in the Charged Premises. With respect to any asbestos present in the Charged Premises on the date of this Charge, the Borrower shall, at its expense, promptly comply with the requirements of Environmental Laws and Governmental Authorities respecting the use, removal and disposal of asbestos; and
- (i) To obtain or cause its solicitors to obtain copies of all relevant environmental studies or assessments of the Charged Premises which the Borrower or its solicitors or agents have commissioned or which are in the possession or control of the Borrower, as of the date of this Charge and, to the extent any such assessments or studies are required by the Lender from time to time, to promptly provide same to the Lender upon request and hereby authorizes and directs its solicitors, agents and consultants to promptly release same to the Lender.
- 12.4 Having due regard to the rights of any tenant of the Borrower, the Lender and its employees and agents shall have the right, and are hereby granted permission by the Borrower, to enter the Charged Premises from time to time, and to have access to the Borrowers' relevant documents and records, in order to conduct Inspections, to determine compliance with Environmental Laws as the Lender, acting reasonably, may deem appropriate. Inspections shall be:
- (a) at such times and to such extent as may be reasonable in the circumstances on prior notice to the Borrower if the Lender has reasonable grounds for believing that:
 - there are, contrary to Environmental Laws or Environmental Approvals, Hazardous Substances in or upon the Charged Premises which have not been disclosed to and approved by the Lender and appropriate Government Authorities; or
 - (ii) the Borrower is in breach of any environmental representations in this Charge or its covenants in this

 Article; or
 - (iii) the Borrower is not in compliance with any Environmental Laws or material Environmental Approvals; and
 - (b) at any time without prior notice upon the occurrence of an Event of Default which is continuing.

If the Borrower is found not to be in compliance with the Environmental Laws or Environmental Approvals and such failure to comply becomes an Event of Default that is continuing, the Lender may, at its option (but without any obligation to do so) take such actions as are required, acting reasonably, to bring the Charged Premises into compliance, and the costs thereof shall immediately become due and payable to the Lender by the Borrower and shall be secured by the Security.

- 12.5 The Lender shall not, by virtue of being the chargee under this Charge or the enforcement of its rights contained herein for purposes of the Environmental Laws, be or be deemed to be the owner of, any of the Charged Premises, or to have management, charge, control, occupation or possession of any of the Charged Premises or the businesses of the Borrower, or of any Hazardous Substances located on, upon or within any of the Charged Premises.
- 12.6 The Borrower hereby covenants and agrees to be responsible for, and to indemnify and hold harmless the Lender and each of its officers, directors, employees, shareholders, all unitholders of any pooled funds under its management and agents and their respective successors and assigns (in this Section, collectively referred to as the "Indemnified Parties") from and against all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees and all costs incurred in the investigation, pursuing of any claim, or in any proceeding with respect to, defense and settlement of any item or matter hereinafter set out) that the Indemnified Parties may incur or suffer, directly or indirectly as a result of or in connection with:
 - (a) Any inaccuracy in or breach of the Borrower's representations and warranties relating to the environmental matters contained herein;
 - (b) The presence of any Hazardous Substance on, upon or within the Charged Premises, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Charged Premises of any Hazardous Substance, whether or not there is compliance with all applicable Environmental

Page **11** of **23**

Laws and Environmental Approvals;

- (c) The imposition of any remedial order affecting the Lands, or any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Charged Premises by any person, including the Borrower, the Lender or any person acting on behalf of the Lender; and
- (d) Any diminution in the value or any loss on the disposition of the Charged Premises arising directly or indirectly as a result of the presence on the Lands of any Hazardous Substance, or as a result of the imposition of any remedial order or the breach by any person of any Environmental Law or Environmental Approval.

This indemnity shall survive the satisfaction and release of this Charge and the Security and the payment and satisfaction of all indebtedness hereunder. The benefit of this indemnity may be assigned by the Lender to any successor or assign of the Lender and the Borrower hereby consents to any such assignment.

ARTICLE 13 - ASSIGNMENT OF RENTS AND LEASES

- 13.1 As further security for the payment of all monies owing and the performance of all obligations to be performed hereunder, the Borrower does, as and by way of security, hereby sell, assign, transfer and set over unto to the Lender all of the Borrower's right, title and interest, both at law and equity, in and to the Lease Rights, to hold and receive the same unto the Borrower with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and enforce payments of the same and enforce performance of the obligations of tenants under the Leases, provided, however, that, subject to the terms of this Charge, the Borrower shall have the full right, so long as no Event of Default has occurred and is continuing, to continue to collect Rents, to take or cause to take all actions as it deems necessary with respect to the Lease Rights, acting as a reasonable lessor.
- 13.2 It is expressly acknowledged and agreed by the Borrower that nothing contained in this Charge shall oblige the Lender to assume or perform any obligation of the Borrower to any third party in respect of or arising out of the assigned Lease Rights. The Lender may, however, after the occurrence of an Event of Default and while such Event of Default continues, at its option, assume or perform any such obligation as the Lender considers necessary or desirable to obtain the benefit of the Lease Rights, free of any set-off, reduction or abatement, and any money expended by the Lender in this regard shall form part of or be deemed to form part of the indebtedness secured by this Charge and shall bear interest at the Applicable Rate.

ARTICLE 14 - MANAGEMENT AND REPAIR

- 14.1 The Borrower shall cause the Charged Premises at all times to be professionally maintained, managed and operated and fully and continuously operational during customary business hours, including all uses ancillary or incidental to its operations, at all times, by competent managers and staff of proper background and training, in a first class manner consistent with the management and operation of other properties which are of size, location, use, class, age and type comparable to the Charged Premises, and the Borrower shall obtain the Lender's prior written approval of any manager and any management contract with any manager which may be entered into by the Borrower for the management of the Charged Premises. In addition to any other rights hereunder of the Lender, the Lender shall have the right, acting reasonably, to replace the manager at the expense of the Borrower in the event the management standards are not maintained as required hereunder and the situation is not remedied within thirty (30) days after written notice from the Lender. The Lender acknowledges and approves, as of the date hereof, of the Borrower or a company controlled by the Borrower acting as manager of the Charged Premises provided that the Charged Premises are managed and maintained in accordance with the provisions hereof.
- The Borrower shall promptly repair, maintain, restore, replace, rebuild, keep, make good, finish, add to and put in 14.2 order, or cause to be so done, the Charged Premises, so that the same shall, at all times, be in good condition and repair and to pay or cause to be paid when due all claims for labour performed and materials furnished therefor. The Borrower shall not commit or suffer any waste of the Charged Premises nor take any action that might invalidate or give cause for cancellation of any insurance maintained in respect of the Charged Premises. No building or other property now or hereafter charged by this Charge shall be removed, or demolished or nor shall the structure of any building be materially altered, redeveloped, retrofitted or renovated, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien or charge of this Charge, such fixed equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, and if necessary for the operation of the Charged Premises such equipment shall be replaced with other equipment of a quality comparable to that of the replaced equipment and free from any lien, title retention agreement, conditional sale contract, security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such fixed equipment to the lien or charge of this Charge, or, (b) any net cash proceeds received from such disposition shall, at the option of the Lender, be paid over promptly to the Lender to be applied in a manner determined by Lender in its sole discretion toward the payment of any amounts owing hereunder or secured hereby. The Borrower shall notify the Lender promptly of any material damage to or defects in any of the Improvements, and thereafter forthwith shall make or cause to be made such repairs thereto as are required to correct any such damage or defects and return the Charged Premises to a state of condition and repair equivalent to the state of condition and repair required by the provisions of this Charge.
- 14.3 The Borrower shall comply with, or cause to be complied with, all statutes including without limitation the provisions of the *Construction Lien Act* (Ontario), ordinances and requirements of any Governmental Authority having jurisdiction with respect to the Charged Premises; the Borrower shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Charged Premises.
- 14.4 The Borrower shall permit the Lender or its authorized agents at all reasonable times to enter upon the Charged Premises and inspect same, and if such inspection reveals that any repairs or like actions are necessary, the Lender may give notice to the Borrower requiring the Borrower to repair, rebuild or reinstate the same, or take such other

Page 12 of 23

like action within a reasonable time. Any failure by the Borrower to comply with such notice shall constitute an Event of Default hereunder and the Lender may repair, rebuild or reinstate the Charged Premises at the cost of the Borrower and charge all sums of money determined by the Lender to be properly paid therefor and interest thereon at the Applicable Rate until paid.

ARTICLE 15 - INCREASED COSTS

- 15.1 In the event that as a result of any application of or any change in or enactment of any applicable law, regulation, treaty or official directive after the date hereof (whether or not having the force of law), or in the interpretation of application thereof by any court or by any governmental or other authority or entity charged with the administration thereof which now or hereafter:
 - (a) Subjects the Lender to any tax or changes the basis of taxation, or increases any existing tax, on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Charge (except for taxes on the overall net income of the Lender or capital of the Lender imposed by the Government of Canada or any political subdivision thereof or by the jurisdiction in which the principal or lending office of the Lender is located); or
 - (b) Imposes, modifies or deems applicable any special requirements against assets held by, or deposits in or for the account of or any other acquisition of funds by the Lender or imposes on the Lender a requirement to maintain or allocate capital or additional capital in relation to the Loan; or
 - (c) Imposes on the Lender any other condition with respect to this Charge; or
 - (d) Renders any portion of this Charge illegal or unenforceable;

and the result of any of the foregoing is to increase the cost to the Lender, or reduce the amount of principal, interest or other amount received or receivable by the Lender hereunder or its effective return hereunder in respect of making or maintaining the Loan hereunder or to reduce the payments receivable by the Lender in respect of the Loan by an amount which the Lender deems to be material, the Lender shall promptly give written notice thereof to the Borrower setting out in reasonable detail the facts giving rise to and a summary calculation of such increased costs or reduced payments, and the Borrower shall forthwith pay to the Lender upon receipt of such notice that amount which will compensate the Lender for such additional cost or reduction in income (herein referred to as "Additional Compensation"). Upon the Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Borrower. The Borrower shall forthwith pay to the Lender upon receipt of such notice such Additional Compensation calculated on the date of demand. The Lender shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that the Lender has previously been paid any Additional Compensation. The Lender shall endeavour to limit the incidence of any such Additional Compensation, including seeking recovery for the account of the Borrower, by appealing any assessment at the expense of the Borrower upon the Borrower's request.

- 15.2 All payments made by the Borrower to the Lender will be made free and clear of all present and future taxes, withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by Applicable Law and are made, the Borrower shall, as a separate and independent obligation, pay to the Lender all additional amounts as shall fully indemnify the Lender from any such taxes, withholding or deduction. Provided, however, that the Borrower shall have no obligation to pay any withholding or like tax which may be exigible, incurred or required as a result of the Lender being a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 15.3 If the result of any law, regulation, treaty or official directive or request or any change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) is such that it is or will become (other than as a result of some positive action of the Lender, including any participation or syndication hereof by the Lender) unlawful for the Lender to make, fund or allow to remain outstanding all or part of the Loan, or to carry out all or any of its other obligations under this Charge and/or the Security or receive interest or any fee at the Applicable Rate, then in such case:
 - (a) The Lender may give written notice to the Borrower of such law, regulation, treaty or official directive or request (whether or not having the force of law) or such change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) which such notice shall certify that such law, regulation, treaty, official directive or request is generally applicable to all other borrowers from the Lender with any accommodation similar to that herein provided; and
 - (b) The Borrower shall prepay the Indebtedness on such date and to such extent as the Lender shall certify to be necessary to comply with the relevant law or change described above;

provided, however, that should the Loan become unlawful, the Lender, without prejudice to its rights to require repayment and without any obligation on its part, will consider other means of funding the Loan which would not be unlawful, would allow the Lender to carry out its obligations in respect of the Loan and would enable the Lender to receive interest at the Applicable Rate, provided always, notwithstanding the foregoing, the Lender is not obligated to provide alternate funding.

ARTICLE 16 - OBTAINING AND MAINTAINING SECURITY

16.1 Regardless of whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Borrower or otherwise and in addition to any other amounts provided for herein or otherwise

permitted by Applicable Law to be secured hereby, except as herein otherwise provided, the following are to be secured hereby and shall be a charge on the Charged Premises, together with the interest thereon at the Applicable Rate, and all such monies shall be repayable to the Lender, on demand, except as herein otherwise provided:

- (a) All reasonable and properly chargeable solicitor's, inspector's, valuator's, consultant's, architect's, engineer's, surveyor's and appraiser's fees and out-of-pocket expenses:
 - for drawing and registering this Charge and the Security and financing statements in connection therewith, and attending to advances hereunder;
 - (ii) for examining the Charged Premises and the title thereto up the date hereof;
 - (iii) for making and maintaining this Charge as a registered charge on the Charged Premises and maintaining the Security (including the registration and filing of renewals);
 - (iv) for the preparation of this Charge, the Security and any related documents and in exercising or enforcing or attempting to enforce or advising the Lender in respect of defaults hereunder or in pursuit of any right, power, remedy or purpose hereunder or subsisting at law;
 - reasonable allowance for the time, work and expenses of the Lender or of any agent of the Lender in connection therewith; and
- (b) All reasonable sums which the Lender may from time to time advance, expend, incur or suffer hereunder:
 - for insurance premiums, Bills, Taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Premises;
 - (ii) in maintaining, repairing, restoring or completing construction of the Charged Premise;
 - in inspecting, leasing, managing or improving the Charged Premises as permitted hereunder, including the price or value of any goods of any sort or description supplied to be used on the Charged Premises as permitted hereunder; and
- (c) Without limiting the generality of any of the foregoing, the then current reasonable fee of the Lender and/or its solicitor for the following matters:
 - executing any cessation or discharge of this Charge, notwithstanding that said cessation or discharge may have been prepared by the Borrower;
 - (ii) entering into an agreement to amend the interest rate or any other provision in the Charge;
 - (iii) handling any dishonored cheque;
 - (iv) preparing an amortization schedule showing the principal and interest components of payments due under this Charge;
 - the cost of completing a Phase I & II Environmental Audit and such other environmental audits as the Lender may require in its discretion;
 - (vi) such other administrative matters as the Lender may perform with regards to the Charge or with regards to any collateral security, as permitted by the Commitment;
 - (vii) the fee charged by the Lender's insurance consultant to review the Borrower's policy of insurance for the subject lands including business interruption insurance if required by the Lender; and
 - (viii) the execution and delivery of any consents, postponements, acknowledgments or any other documents that may be required from the Lender, whether from the Borrower and/or any governmental authorities and/or public/private utilities.
- 16.2 If any action or proceeding be commenced (except an action to foreclose this Charge or to collect the money that is secured hereby) in which the Lender becomes a party or participant by reason of being the holder of this Charge or the indebtedness secured hereby, all sums paid by the Lender for the expense of so becoming a party or participating (including all reasonable and properly chargeable legal costs) shall, on written notice, be paid by the Borrower, together with interest thereon at the Applicable Rate from the dates of payment of such sums by the Lender, and shall be a lien and charge on the Charged Premises, prior to any right or title to, interest in, or claim upon the Charged Premises subordinate to the lien and charge of this Charge, and shall be deemed to be secured by this Charge, and that in any action or proceeding to foreclose this Charge, or to recover or collect the indebtedness secured hereby, provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

ARTICLE 17 - CONDEMNATION AWARDS

- 17.1 The Borrower shall notify the Lender promptly upon it being aware of any and all awards or payments ("Condemnation Award(s)") including interest thereon, and the right to receive the same (save for any portion of any such Condemnation Award paid for remedial purposes and which is actually used for such purpose) which may be made with respect to the Charged Premises, or any part thereof, as a result of:
 - (a) Any condemnation, eminent domain, compulsory acquisition, expropriation or like procedures

 Page 14 of 23

("Condemnation"), partial or complete, including any sidewalk or lane; or

- (b) The imposition, and enforcement, of any restriction, regulation or condition to meet any building or development guideline for development or restriction of or by any municipality or other competent authority; or
- (c) Any other material injury to or decrease in the value of the Charged Premises by any lawful regulation or any governmental authority having jurisdiction;

(any matter referred to in (a), (b) or (c) above being hereinafter called an "Incident of Expropriation") to the extent of all amounts which may be secured by this Charge at the date of receipt of any such Condemnation Award by the Borrower. Notwithstanding the occurrence of any Incident of Expropriation, the Borrower shall continue to pay interest at the Applicable Rate on the Principal Sum. The Borrower does hereby change, assign, set over as transfer to the Lender, as security for the repayment of all Indebtedness.

- 17.2 Any Condemnation Award received by the Lender shall be held by the Lender as part of the security for the Loan subject to application as provided in this Article 17. Pending such application, such amounts received shall be held and invested by the Lender, acting reasonably. If at any time an Event of Default has occurred and is continuing, the Lender may, at its option, apply such amounts in reduction of the amounts owing hereunder.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in the event that any Incident of Expropriation shall occur which, in the reasonable opinion of the Lender, would materially and adversely affect the security of the Charge or any other Security after the application of any Condemnation Award pursuant to Section 17.1 hereof, the Lender may, at its option, declare such Incident of Expropriation to be an Event of Default and be entitled to exercise any and all rights and remedies available to it hereunder at law or in equity.

ARTICLE 18 - EVENTS OF DEFAULT

- 18.1 The whole of the Principal Sum together with interest thereon at the Applicable Rate, interest on overdue interest and any amounts payable pursuant to Article 6, and all other amounts secured hereby shall, at the option of the Lender, subject to Section 18.2 hereof, become due and payable and all powers conferred on the Lender herein and hereby shall become exercisable, in like manner to all intents and purposes as if the time herein mentioned for payment of such Principal monies had fully come and expired, if specifically provided for in this Charge, or if any of the following events shall occur (the occurrence of any such event together with the expiry of the applicable cure period, if any, and any other occurrence specifically provided for herein as an Event of Default being collectively referred to as an "Event of Default"):
 - (a) Upon default in payment of any regularly schedule instalment of interest beyond the date such payment is due and payable; or
 - (b) Upon default in payment of the Indebtedness due and owing on the Maturity Date; or
 - (c) Upon default in payment of any Indebtedness (other than an instalment of interest and upon maturity) due hereunder within five (5) Business Days after written notice thereof is provided by the Lender; or
 - (d) Save as otherwise provided for in subparagraphs (a), (b) and (c) hereof or otherwise specifically provided herein, upon any default in the performance of any covenant or obligation of the Borrower hereunder within fifteen (15) days after written notice thereof is provided by the Lender, provided that if such default is curable and the nature of such default is such that the exercise of reasonable diligence of more than fifteen (15) days is required to cure such default, and if such default in the Lender's reasonable discretion does not jeopardize or adversely effect the security interest of the Lender hereunder or adversely affect the Borrower or its ability to perform its obligations hereunder or under the Security or adversely affect the Charged Premises, the Lender will not, for a further sixty (60) days so long as no other Event of Default has occurred, enforce its remedies in respect of such default while and so long as during such time the Borrower is actively continuing to diligently and in good faith cure such default; or
 - (e) If at any time during the Term there is a breach of any representation or warranty contained herein or at any time during the Term if any representation or warranty contained herein is no longer true or accurate or becomes untrue or inaccurate for any reason and provided the same can be rectified, and the same is not rectified within thirty (30) days after written notice thereof is provided by the Lender; or
 - (f) Upon the assignment by the Borrower to any other party of the whole or a part of the rents, income or profits arising from the Charged Premises, without the written consent of the Lender; or
 - (g) The occurrence of an Event of Insolvency; or
 - (h) If without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) the Borrower transfers, sells, conveys, or otherwise disposes of all or any part of the Charged Premises, or any interest therein (other than by way of Leases), whether legal or beneficial or enters into any transaction or series of transactions where all or any part of the Charged Premises becomes the property of another person, whether through reorganization, amalgamation, merger, consolidation or otherwise, or if there is any change in the legal or beneficial interest, in whole or in part, of the Charged Premises; or
 - (i) If, without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) there is any change in the Borrower's corporate control or change in the Borrower's effective control

Page 15 of 23

existing as of the date of this Charge; or

- (ii) the Borrower creates, permits or suffers to exist any mortgage, pledge, charge, loan, assignment, hypothecation, security interest or other encumbrance attaching the Charged Premises other than this Charge, the Security and the Permitted Encumbrances; or
- Upon default by or non-compliance of the Borrower or any Guarantor(s), or any others bound by or acknowledging to be bound by the terms of this Charge, with respect to any of the provisions of the Security or the Permitted Encumbrances; or
- (k) If the Charged Premises are abandoned; or
- Failure by the Borrower to fulfil, complete or comply with any undertakings delivered by the Borrower to Lender in connection with the Loan in accordance with the terms of such undertakings; or
- (m) Upon any breach, default, non-observance occurring or being alleged, charged or claimed against the Borrower as lessor under any lease or as sublessor under any sublease of the Charged Premises and the Borrower is not diligently proceeding to rectify any such breach, default, non-observance or nonperformance or defend any allegations, charges or claims of the same; or
- (n) If this Charge, or any of the Security, shall fail to constitute a legal, valid, binding and enforceable first charge, first assignment or first security interest, each enforceable in accordance with its terms, subject only to Permitted Encumbrances; or
- (o) If in the reasonable opinion of the Lender there occurs an event which has a material adverse effect on the financial condition or operation of the Borrower, the Charged Premises, this Charge, the Security or the ability of the Borrower to pay the Indebtedness or to perform its obligations hereunder or under the Security and which cannot be rectified by the Borrower within a reasonable period of time.
- 18.2 Save as otherwise specifically provided, an Event of Default hereunder or under any Security shall not have occurred or be deemed to have occurred until the expiration of any applicable notice period, if any, called for in this Charge or in such Security within which the Borrower may remedy such default. In any event, if in the opinion of the Lender, an event has occurred which with the passing of time, the giving of notice or otherwise would constitute an Event of Default and as a result of which the Charged Premises or the property assets and undertaking subject to the Security is materially at risk, the Lender may take such action or exercise such remedies as may be appropriate without notice to the Borrower or the expiry of any cure period.

ARTICLE 19 - REMEDIES

- 19.1 If an Event of Default has occurred hereunder and is continuing (or if the Lender exercises its rights pursuant to Section 18.2 hereof before the occurrence of an Event of Default), then at any time thereafter, but subject always to the waiver thereof by the Lender, the Lender may:
 - (a) Declare the Indebtedness to be immediately due and payable and proceed to exercise any and all rights hereunder or under the Security or any other rights available to it under any other document or instrument or at law or in equity including without limitation, the drawdown of any letter of credit held by the Lender;
 - Commence legal action to enforce payment of the Indebtedness or performance of the obligations by the Borrower to the Lender;
 - (c) At the expense of the Borrower, when and to such extent as the Lender deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein or in the Security, and the reasonable cost thereof with interest thereon at the Applicable Rate until paid, shall immediately become due from the Borrower to the Lender after demand by the Lender upon the Borrower therefor;
 - (d) Pay or discharge any mortgage, encumbrance, lien, adverse claim or charge that may exist or be threatened against the Charged Premises; in any such case, the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
- (e) Send or employ any inspector or agent to inspect and report upon the value, state and condition of the Charged

 Premises and may employ a lawyer to examine and report upon the title to the same;
 - (f) Immediately take possession of all of the Charged Premises or any part or parts thereof by action or otherwise, with power, among other things, to exclude the Borrower, to enforce the Borrower's rights, to preserve and maintain the Charged Premises, to repair, alter or extend the Charged Premises, to lease the Charged Premises, to complete construction and development of the Charged Premises, to operate and manage the Charged Premises and to collect or receive rents, income and profits of all kinds (including taking proceedings in the name of the Borrower for that purpose) and pay therefrom all reasonable expenses and charges of maintaining, preserving, protecting and operating the Charged Premises (payment of which may be necessary to preserve or protect the Charged Premises), and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof, and all sums advanced or expended shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;

Page 16 of 23

On default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice, sell (g) and dispose in the Charged Premises with or without entering into possession of the same and with notice to such persons and in such manner and form and within such terms as provided under Part III of the Mortgages Act (Ontario), as amended; and all remedies available may be resorted to and all rights, powers and privileges granted or conferred upon the Lender under and by virtue of any statute or by this Charge may be exercised and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made in the Charged Premises; and the Lender may sell, transfer and convey any part of the Charged Premises on such terms, including on credit for all or part of the consideration, (provided the Borrower shall not be accountable for any default in respect of the credit), secured by contract or agreement for sale, or charge, or otherwise, as shall appear to the Lender most advantageous and for such prices as can reasonably be obtained therefor in the circumstances; and in the event of sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer, charge, or otherwise, the Lender is not to be accountable for or charged with any monies until the same shall be actually received in cash or received by a take-back charge; and sales may be made from time to time of parts of the Charged Premises to satisfy interest and leaving the Principal or part thereof to run with interest at the Applicable Rate; and the Lender may make any stipulations as to title or evidences or commencement of title or otherwise as the Lender shall deem proper and may buy or rescind or vary any contract for sale; and on any sale or resale, the Lender shall not be answerable for loss occasioned thereby; and for any of such purposes the Lender may make and execute all arrangements and assurances that the Lender shall deem advisable or necessary;

(h) With respect to the Leases:

- (i) to demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Borrower, any proceeding which may be, in the opinion of the Lender or its counsel, expedient for the purpose of collecting the Rents or for securing the payment thereof or for enforcing any of the Borrower's rights under the Leases;
- (ii) to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent and any settlement arrived at shall be binding upon the Borrower;
- (iii) to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents; (iv) to receive, enjoy or otherwise avail itself of the Lease Rights; and
- on behalf of the Borrower to alter, modify, amend or change the terms of Leases; to terminate Leases, to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases;
- (i) With or without taking possession of all or any part of the Charged Premises, sell, lease or otherwise dispose of the whole or any part of the Charged Premises, as agent for the Borrower and not the Lender, and in exercising the foregoing power, the Lender may, in its absolute discretion:
 - sell, lease or otherwise dispose of the whole or any part of the Charged Premises by public auction, public tender with notice, or by private contract (in the name of or on behalf of the Borrower) or otherwise, with such notice, advertisement or other formality as is required by law;
 - (ii) make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Charged Premises by, from, through or under the Borrower making any claim against the purchaser of the Charged Premises;
 - (iii) grant, rescind, vary or complete any contract for sale, lease or options to purchase or lease, or rights of first refusal to purchase or lease the whole or any part of the Charged Premises, for cash or for credit, with or without security being given therefor, and on terms as shall appear to be most advantageous to the Lender (including a term that a commission be payable to the Lender or a related corporation in respect thereof) and if a sale is on credit, the Lender shall not be accountable for any moneys until actually received;
 - (iv) make any stipulation as to title or conveyance or commencement of title;
 - re-sell or re-lease the Charged Premises or any part thereof without being answerable for any loss occasioned thereby; and
 - (vi) make any arrangements or compromises which the Lender shall think expedient in the interest of the Lender and to assent to any modification of this Charge, and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Lender on such terms as the Lender considers expedient, either with or without payment of money for equality or exchange or otherwise;
- (j) Take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged

 Premises;
 - (k) To borrow or raise money on the security of the Charged Premises or any part thereof in priority to this Charge or otherwise, for the purpose of the maintenance, preservation or protection of the Charged Premises or any part thereof or for carrying on all or any part of the business of the Borrower relating to the

Charged Premises;

- (I) Take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a manager and a receiver and manager, and hereafter, the "Receiver") of all or any part of the Charged Premises;
- (m) By instrument in writing appoint, with or without taking possession, any person to be a Receiver of the Charged Premises or of any part thereof and may remove any Receiver so appointed and appoint another in his stead, with all fees and costs related thereto being the Borrower's obligations; and the following shall apply in respect of any such Receiver so appointed:
 - the Lender may from time to time fix the remuneration of the Receiver who shall be entitled to deduct that same out of the revenue from the Charged Premises or the proceeds thereof;
 - (ii) the Receiver shall, to the fullest extent permitted by law, be deemed the agent or attorney of the Borrower for all purposes and the Lender shall not be in any way responsible for any actions other than as caused by gross negligence, willful misconduct or fraud, of any Receiver, and the Borrower hereby agrees to indemnify and save harmless the Lender from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Lender may hereafter suffer, incur or be required to pay as a result, in whole of in part, of any action taken by the Receiver or any failure of the Receiver to do any act or thing other than as are caused by gross negligence, willful misconduct or fraud;
 - (iii) the appointment of the Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of the Receiver or the termination of any such Receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Lands or any part thereof;
 - the Receiver may exercise or pursue any other remedy or proceeding which the Lender is entitled
 as the holder of the Charge authorized or permitted hereby or by law or in equity in order to enforce
 the security constituted by this Charge;
 - (v) and for the purposes above, the Borrower hereby irrevocably empowers the Receiver so appointed as its attorney to execute deeds, transfers, leases, contracts, agreements or other documents on its behalf and in its place (and the same shall bind the Borrower and have the same effect as if such deeds were executed by the Borrower) and to affix the Borrower's seal, if necessary, or a duplicate thereof to any of the same. On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds as part of the Secured Property; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt; and
 - (vi) save as to claims for accounting under paragraph (o) below, the Borrower hereby releases and discharges the Lender and the Receiver from every claim of every nature, whether resulting in damages or not, which may arise or be caused to the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the Receiver under the provisions of this paragraph unless such claim be the direct result of dishonesty or gross neelect:
- (n) The Lender may at any time and from time to time terminate any receivership by notice in writing to the Borrower and to the Receiver;
- (o) The Receiver shall account for all monies received in respect of the Charged Premises or any part thereof, and shall pay, out of such monies received, subject to the further direction of the Lender in its discretion, the following in the order specified:
 - (i) the Receiver's remuneration;
 - (ii) all payments reasonably made or incurred by the Receiver in connection with its receivership;
 - (iii) all payments of interest, Principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Charge, and all Bills, Taxes, insurance premiums and every other proper expenditure reasonably made or incurred by the Receiver in respect to the Charged Premises or any part thereof; and
- (iv) all payments to the Lender of all interest due or falling due hereunder and the balance to be applied upon

 Principal due and payable and secured hereby;

and thereafter any surplus remaining in the hands of the Receiver after payments made as aforesaid shall be accountable to the Borrower or other persons entitled thereto; and

(p) On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any Page 18 of 23 other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds thereof as security for the Indebtedness; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt.

ARTICLE 20 - DEFAULT UNDER SECURITY, PARAMOUNTCY DISCHARGE AND RENEWAL

- 20.1 Payments of principal and interest made under and pursuant to the terms of the Security shall constitute payment hereunder and vice versa and default in the payment of principal and interest under the Security shall constitute default hereunder and vice versa. Default in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained in the Security shall entitle the Lender to exercise all or any of the rights or remedies provided herein and the occurrence of and Event of Default hereunder or in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained herein shall entitle the Lender to exercise all or any of the rights or remedies provided in the Security. The occurrence of an Event of Default hereunder shall constitute an Event of Default under the Security and vice versa.
- 20.2 The cancellation of or any other dealing with any Security (other than foreclosure thereof) shall not release or affect this Charge, and the taking of this Charge, or the cancellation of or any other dealing with, or proceeding under (other than foreclosure hereunder), this Charge, shall not release or affect any Security:
 - (a) The Lender may at any time and from time to time release any part or parts of the Charged Premises or any other Security or any surety for payment of all or any part of the monies hereby secured or may release the Borrower or any other person from any covenant or other liability to pay the Principal Sum and interest and all other monies secured hereby, or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender, and without thereby releasing any other part of the Charged Premises, or any other Security or covenants herein contained, it being especially agreed that notwithstanding any such release, the Charged Premises, the Security and the covenants remaining unreleased shall stand charged with the whole of the monies hereby secured;
 - (b) In the event that the monies advanced hereunder are applied to payment of any charge or encumbrance, the Lender shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party or parties so paid whether such charge or encumbrance has or has not been discharged; and the decision of the Lender as to the validity or amount of any advance or disbursement made under this Charge or of any claims so paid, shall be final and binding on the Borrower; and
- (c) The Lender shall not be charged with any monies receivable or collectible out of the Charged Premises or otherwise, except those actually received by or on behalf of the Lender and all revenue of the Charged Premises received or collected by the Lender from any source other than payment by the Borrower may, at the option of the Lender, be retained in a separate account to be used in, maintaining, insuring or improving the Charged Premises to the extent required for such purpose, in the opinion of the Lender, acting reasonably, or in payment of Taxes or other liens, charges or encumbrances against the Charged Premises, or applied in reduction of the amounts owing hereunder.
- 20.3 Subject to Section 6.1 hereof, upon payment of all amounts secured by this Charge, the Borrower shall be entitled to receive and the Lender shall provide a discharge of this Charge and the Security within a reasonable period of time after the request therefor. The Lender shall have a reasonable time after such payment within which to prepare and execute such discharge and all reasonable legal and other expenses for the preparation, execution and registration of such discharge and/or documents, as the case may be, shall be borne by the Borrower.
- 20.4 All payments made pursuant to Section 20.3 shall be made to and received by the Lender prior to 1:00 p.m. on the date due or

the next succeeding Business Day in the event the date due is not a Business Day; provided such extension of time shall be included for the purposes of computation of interest.

ARTICLE 21 - NO MERGER OR WAIVER OF LENDER'S RIGHTS

- 21.1 It is further understood and agreed that this Charge and the Security shall stand as a continuing security for repayment of the Loan, including, all advances made thereunder together with all interest, damages, costs, charges and expenses which may become due and payable to the Lender in respect of or in connection with the Loan or any portion thereof, notwithstanding any fluctuation or change in the amount, nature or form of the Loan or in the obligations now or hereafter representing the Loan or any portion thereof or in the names of the obligors or any of them.
- 21.2 The rights of the Lender arising under this Charge shall be separate, distinct and cumulative and, except as expressly provided herein, none of them shall be in exclusion of the other and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 21.3 The giving and taking of this Charge shall in no way merge, waive, prejudice, suspend or affect any of the rights or remedies of the Lender under any Security which may be given or which may have been or may hereafter be given in respect of the Principal Sum hereof, interest and other monies secured by this Charge, or any part thereof, or under the Security and all rights and remedies which the Lender now has or may hereafter have against any one or more persons, are hereby preserved.
- 21.4 The taking of a judgment or judgments under any of the covenants or obligations herein or under any Security shall
 Page 19 of 23

not operate as a merger of the covenants of the Borrower or affect the Lender's right to interest at the Applicable Rate on any monies due or owing to the Lender during the continuance of this Charge, under any of the covenants herein contained or on any judgment to be recovered thereon.

- 21.5 The covenant of the Borrower to pay interest shall not merge in any judgment in respect of any covenant or obligation of the Borrower under this Charge or any Security and such judgment shall bear interest at the Applicable Rate until such judgment and all interest thereon have been paid in full.
- 21.6 Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the rights resulting therefrom.
- 21.7 No extension of time given by the Lender to the Borrower or anyone claiming under the Borrower, shall in any way affect or prejudice the rights of the Lender against the Borrower or any person liable for payment of the monies hereby secured.

ARTICLE 22 - FINANCIAL DATA

- 22.1 The Borrower shall provide or cause to be provided promptly to the Lender full and complete information about the financial condition and operations of the Charged Premises, including a comprehensive rent roll of all space in the Charged Premises, about the financial condition of the Borrower and any Guarantor(s) and such other information which the Lender may reasonably require from time to time, and the Lender shall have the right to examine the books and records of the Borrower relating to the Charged Premises at reasonable times and upon reasonable prior notice.
- 22.2 Without limiting the foregoing, the Borrower covenants and agrees to provide or cause to be provided to the Lender audited financial statements together with operating statements pertaining to the Charged Premises and such other financial information the Lender may reasonably require, (a) in the case of audited financial statements, within ninety (90) days of the end of each fiscal year of the Borrower (or such other time as may reasonably be required by the Lender), and (b) with respect to operating statements for the Charged Premises, within thirty (30) days of the end of each quarter of each calendar year. The audited financial statements are to be prepared by a nationally recognized firm of chartered accountants and shall include a balance sheet, and a detailed statement of income and expenditures and supporting notes and schedules. The operating statements shall contain a certificate by a senior officer of the Borrower as to the contents and preparation thereof, and shall include detailed statements of income, expenditures results of operation and such other matters relating to the operation of the Charged Premises as the Lender may reasonably require. In the event applicable, the Borrower shall provide the Lender with copies of all proxy statements, reports and information circulars that the Borrower makes available to its shareholders and copies of all regular and periodic reports which the Borrower may file with any securities commission or any other Governmental Authority.
- 22.3 The Borrower shall provide or cause to be provided to the Lender, or as the Lender may direct, a comprehensive list of all current tenants and rentals of space in the Charged Premises during the Term, which list shall disclose, without limitation, the name of each tenant, the duration of its term, renewal options, if any, and the term thereof, the rental being paid, the last date on which rental was paid and whether such tenancy is in good standing. Such list shall contain an endorsement by an officer of the Borrower as to being complete and accurate.
- 22.4 All statements, reports and other documents required to be provided hereunder shall be prepared in a manner acceptable to the Lender, in its reasonable discretion.

ARTICLE 23 - NOTICE

- 23.1 Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party hereunder shall be in writing and shall be personally delivered or given by transmittal by telecopy or facsimile transmission addressed to the respective parties at its address or telecopy or facsimile number set forth below or to such other address or telecopy or facsimile number as such party may designate by notice in writing to the other party hereto:
- (a) If to the Borrower, at the address for service set out in the electronic Charge to which this schedule is attached; and
- (b) If to the Lender, at the address for service set out in the electronic Charge to which this schedule is attached.

Any demand, notice or communication made by or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and, if made or given by telecopy or by facsimile, on the first day other than a Saturday, Sunday or a statutory holiday in Ontario, on which Schedule I banks are open for commercial business in Toronto, Ontario, following the transmittal thereof.

ARTICLE 24 - GENERAL

- 24.1 If any provision of this Charge or the application thereof to any circumstances shall be held to be invalid or unenforceable, it shall be deemed severed herefrom and the remaining provisions of this Charge, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law. In particular, and without limiting the generality of the foregoing, to the extent any and all amounts due pursuant to Article 6 hereof may be deemed to be in excess of what is permissible by law, any such excess shall be deemed not to be due under this Charge.
- 24.2 Wherever used in this Charge, unless the context clearly indicates a contrary intent as unless or otherwise Page 20 of 23

- specifically provided herein, the word "Borrower" shall mean "Borrower and/or subsequent owner or owners of the Charged Premises", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Charge".
- 24.3 The descriptive headings of the several subparagraphs or paragraphs or sections or articles of this Charge are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- Wherever the singular number or masculine gender is used in this Charge, the same shall be construed as including the plural and feminine or a body corporate, respectively, and vice versa, where the fact or context so requires; and the successors and assigns of any party executing this Charge are bound by the covenants, agreements stipulations and provisos herein contained. The covenants, agreements stipulations and provisos herein stated shall, except as otherwise limited hereby, be in addition to those granted or implied by statutory law.
- 24.5 This Charge shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts sitting at Toronto, Ontario.
- 24.6 The Borrower shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Lender may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Charge and the priority accorded to them by law or under this Charge.
- 24.7 If any of the forms of words contained herein are also contained in Column 1 of Schedule "B" of the Short Forms of Mortgages Act (Ontario) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column 2 of Schedule "B" of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act (Ontario) were still in full force and effect. The implied covenants deemed to be included in a charge under Subsection 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded from the terms of this Charge.
- 24.8 This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Lender for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Borrower's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Lender representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
- 24.9 This Charge is given as collateral security to the Commitment.
- 24.10 In the event of conflict between the Commitment and the terms of this Charge, the provisions of the Commitment shall prevail; provided that any provision herein contained that is not contained in the Commitment and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

ARTICLE 25 - CONDOMINIUM PROVISIONS

- 25.1 The Borrower covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply.
 - (i) the Borrower does hereby assign to the Lender all of its rights to vote or consent in the affairs of the Condominium Corporation having jurisdiction over the subject lands and the Lender, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.
 - (ii) the Borrower shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.
 - (iii) the Borrower shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the Condominium Act (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.
 - (iv) Where the Borrower defaults in the Borrower's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Lender, at its option and without notice to the Borrower, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Lender shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the Indebtedness.

ARTICLE 26 - CONSTRUCTION LOAN PROVISIONS

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

Page 21 of 23

- 26.1 All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Lender in writing, such approval not to be unreasonably withheld.
- 26. 2 The construction of the building and structures located on the Charged Premises have been commenced and shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Lender and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- 26.3 Provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Borrower excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Lender, this Charge shall immediately become due and payable. In the event that construction does cease, then the Lender shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Lender and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Lender. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Lender shall have the same rights and remedies to collection of principal and interest hereunder or at law.
- 26.4 At all times there shall be sufficient funds unadvanced under this Charge and retained by the Lender to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Lender's priority with respect to any deficiency in the holdbacks required to be retained by the Borrower under the Construction Lien Act (Ontario).
- 26.5 This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Commitment are complied with.
- 26.6 All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Lender with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Borrower regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- 26.7 The Borrower shall pay to the Lender on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Lender may charge from time to time for each such inspection and the Lender's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Lender shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- 26.8 The Borrower agrees to indemnify and hold the Lender harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the Construction Lien Act (Ontario) and that any liens for work and/or supplies that are registered against the Borrower's interest in the property will be promptly discharged within seven (7) days from the date of registration of the lien. The Lender may, but is not required to, deal with the lien claimant and pay the lien claim into court pursuant to the provision of the Construction Lien Act (Ontario) for the purpose of vacating the lien from title to the property. The Borrower agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Lender arising from or in connection with the Borrower or the Lender obtaining and registering either a release of the lien or an order vacating the lien.

ARTICLE 27 - ASSIGNMENT AND SALE

- The Loan and all other amounts secured hereby, this Charge, the Security and all documents ancillary or collateral thereto may, in the Lender's sole discretion and without the consent of the Borrower, in whole or in part, be participated, sold, securitized, syndicated or assigned by the Lender from time to time to one or more Persons.
- 27.2 The Lender may disclose to participants, transferees or assignees or to potential participants, transferees or assignees or others in connection with any sale, assignment, participation, securitization, transfer or syndication, such information concerning the Borrower or the Charged Premises as the Lender may consider to be appropriate in connection therewith.
- 27.3 No grant, assignment or transfer pursuant to this Article 27 shall constitute a repayment by the Borrower to the Lender of the Loan or any other amounts owing hereunder and included in such assignment or transfer and the Borrower acknowledges that all obligations under this Charge and the Security with respect to such assignment or transfer will continue and not constitute new obligations.

27.4		agrees to be bound by and do pation, securitization, sale, syn		
DATE	ED this	day of April, 2019.		

This is Exhibit "99" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Mucal

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024. LRO # 59 Transfer Of Charge

Registered as SN664556 on 2021 03 09 at 14:28

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

yyyy mm dd Page 1 of 2

Properties

PIN 64269 - 0559 LT

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

Source Instruments

 Registration No.
 Date
 Type of Instrument

 SN585022
 2019 04 04
 Charge By Partnership

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name SCARECROW CAPITAL INCORPORATED

Address for Service 105b Winges Rd Woodbridge, Ontario

L4L 6C2

I, Matthew Castelli A.S.O., have the authority to bind the corporation.

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

Transferee(s) Capacity Share

Name 2768819 ONTARIO LTD.

Address for Service 6 Carlaw Avenue, Suite 200

Toronto, Ontario M4M 2R5

Statements

The chargee transfers the selected charge for \$2.00

This document relates to registration number(s)SN585022 and SN639914

Signed By

Davide Joseph Di Iulio 1000-120 Adelaide St. W. acting for Signed 2021 03 09

Toronto Transferor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Frances Anne Coffin 20 Adelaide Street East Suite 303 acting for Signed 2021 03 09

Toronto Transferee(s)

M5C 2T6

Tel 416-601-1991 Fax 416-601-0006

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

Submitted By

BOGART, ROBERTSON & CHU LLP 20 Adelaide Street East Suite 303 2021 03 09

Toronto M5C 2T6

Tel 416-601-1991 Fax 416-601-0006

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

LRO # 59 Transfer Of Charge

Registered as SN664556 on 2021 03 09 at 14:28

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

yyyy mm dd Page 2 of 2

File Number

Transferor Client File Number: 40935
Transferee Client File Number: 6203003

LRO # 59 Discharge Of Charge

Registered as SN667849 on 2021 04 01 at 15:13

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

yyyy mm dd Page 1 of 1

Properties

PIN 64269 - 0559 LT

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

Document to be Discharged

 Registration No.
 Date
 Type of Instrument

 SN585022
 2019 04 04
 Charge By Partnership

 SN664556
 2021 03 09
 Transfer Of Charge

Discharging Party(s)

This discharge complies with the Planning Act. This discharge discharges the charge.

Name 2768819 ONTARIO LTD.

Address for Service 6 Carlaw Avenue

Suite 200 Toronto, Ontario M4M 2R5

I, Hans Jain, President, have the authority to bind the corporation.

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

The party giving this discharge is not the original chargee or is the original chargee and has changed it's name but is the party entitled to give an effective discharge

Document(s) to be Deleted

 Registration No.
 Date
 Type of Instrument

 SN639914
 2020/08/28
 Postponement Of Interest

Statements

This document relates to registration number(s)Charge SN585022, Transfer of Charge, SN664556 and Postponement SN639914

Signed By

Simon Lam 20 Adelaide Street East Suite 303 acting for Signed 2021 04 01

Toronto Applicant(s)

M5C 2T6

Tel 416-601-1991 Fax 416-601-0006

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

Submitted By

BOGART, ROBERTSON & CHU LLP 20 Adelaide Street East Suite 303 2021 04 01

Toronto M5C 2T6

Tel 416-601-1991 Fax 416-601-0006

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

File Number

Discharging Party Client File Number: 6204002

This is Exhibit "100" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

CONFIDENTIAL September 24, 2020

1	MR. MANN: Is this an
2	appropriate time to take a few minutes? Actually,
3	can we go off the record, do you mind, for a
4	moment.
5	Off the record discussion.
6	Recess at 11:37 a.m.
7	Upon resuming at 11:46 a.m.
8	BY MS. COLLINS:
9	Q. Is everybody back? Mr.
10	Baik, can you put up 3649, please. Okay. I also
11	we are also going to need to maybe, I don't
12	know how we're going to do this, but we may need
13	to also sort of toggle between 3652.
14	So I am going to show you, Mr.
15	Furtado, I am going to show you the parcel
16	registries for the Elfrida properties. And I
17	really just want to ask you about the charges.
18	So the registry, as you may or
19	may or may not need to look at them, what we've
20	got is, there are, there's a vendor takeback
21	mortgage for each of the pin numbers.
22	One is for \$3.3 million, one
23	is for \$3.7 million. There is also so this
24	registry, this particular registry that I am
25	showing, it is only going to show you one of the

CONFIDENTIAL September 24, 2020

1	vendor takeback mortgages because the vendor
2	takeback mortgage for the other property is on the
3	other register. But because I think they have
4	been merged, this will show the other charges.
5	So, Mr. Baik, so can you go
6	down so we can see some of the current charges.
7	Okay. See the 3309, you will see is the 075, is
8	the vendor takeback mortgage.
9	Then we have a mortgage from
10	Faan Mortgage Administrators for \$7.15 million.
11	And then there is also a charge from Empirical
12	Capital for \$6 million.
13	Now it looks like some of
14	these charges were put on after the property was
15	purchased. So with respect to the Faan Mortgage
16	Administrators Inc. mortgage, that is the 7.15
17	million. It is the mortgage in its capacity as
18	court-appointed trustee of Building and
19	Development Mortgages Canada Inc.
20	MR. MANN: Yes, thank you.
21	BY MS. COLLINS:
22	Q. Can you tell me a little
23	bit about that, please, that particular charge?
24	MR. MANN: What is it that you
25	are asking for? It is a charge. I don't

CONFIDENTIAL September 24, 2020

1	understand what you are asking.
2	MS. COLLINS: How did the
3	charge come about. What is that loan for?
4	THE WITNESS: Okay. It is not
5	a loan. It is a general charge that Faan
6	administration, well, you know the full name, put
7	on properties relating to the Adelaide project.
8	So when we did the Adelaide
9	project, one of the properties was acquired
10	through Faan as the court-appointed trustee from
11	Faan Administration.
12	But what we did find with them
13	was it was a memorandum of understanding that had
14	a density clause in it, and at a future date, if
15	we got approved for additional square footage than
16	we originally thought, based on what we quantified
17	in the plan administration, we would pay them an
18	additional fee.
19	So they put a general charge
20	as collateral against other properties. That is
21	common in the industry to do so.
22	Q. Okay. So if that was for
23	the Adelaide property, why is there a charge on
24	Elfrida for that?
25	A. That's common practice,

CONFIDENTIAL September 24, 2020

1	to they want collateral against other
2	properties too.
3	137 Q. And so you put the
4	Elfrida property up as collateral?
5	A. Correct.
6	138 Q. And how did you determine
7	which property you put up for collateral?
8	A. Again, we put up the
9	property, the key is to put up a property that was
10	not going to construction any time soon.
11	If you go to construction, you
12	have to remove the charge. So that property is
13	the one that is furthest away from construction.
14	The land is still in the,
15	outside the urban boundary, and based on my
16	assessment and what the province has communicated
17	and the City of Hamilton has communicated, we're
18	probably four or maybe even five years out from
19	when the land will be brought into the urban
20	boundary
21	Q. Okay. Sorry, carry on.
22	I didn't mean to interrupt you.
23	A. I said by then the charge
24	will have been removed. In fact, we have informed
25	Faan that we have complied with the density clause
	Page 80

1	and we're hoping that some time in the next two to
2	four months the charge will be removed, because we
3	have submitted our plans to the City of Toronto on
4	how much gross floor area, residential gross floor
5	area we're building, and there is no need for any
6	further payments to them.
7	Q. Okay. So were the
8	investors of Elfrida told there might be a charge
9	against the property that was unrelated to the
10	property?
11	A. The investors were
12	informed at the beginning, when they acquired the
13	property, what the property was acquired for, that
14	there was no need to inform the investor of a
15	general charge because we do that across all
16	properties. It is standard business practice in
17	the industry.
18	Q. Okay. And is that
19	standard business practice disclosed in any of the
20	marketing material or any material that is given
21	to investors?
22	A. It was not considered
23	material for disclosure.
24	Q. Okay. And then we also
25	see a \$6 million charge for Empirical Capital.

CONFIDENTIAL September 24, 2020

1	sorry. The costs that Capital Build incurred were
2	the costs that they were contractually sort of
3	required to incur with Go-To?
4	A. Correct.
5	Q. As opposed okay,
6	that's great. So, Mr. Baik, can you put up Doc ID
7	3645, please. Okay. If you could go down to, I
8	think it is the final charge. So maybe further
9	down. Yes, yes, there we go.
10	So this is the parcel register
11	for Eagle Valley. And what we see is a charge on
12	the land April 4th, 2019, to Scarecrow Capital.
13	Can you tell me what that loan represents?
14	A. I believe that
15	248 Q. Sorry?
16	A. Yes. That is also a
17	general charge similar to the charge I mentioned
18	on the Eagle Valley project.
19	Scarecrow Capital put a
20	general charge on other properties as a lender
21	from the Scarecrow's a second position lender
22	from the Spadina property on the closing of that
23	property. So they put a general charge here.
24	Q. Oh, I see, okay. So the
25	loan or the charge or whatever is not actually for

CONFIDENTIAL September 24, 2020

COMPELLED INTERVIEW OF OSCAR FURTADO

1 the benefit of Eagle Valley? It is for the 2 benefit of Spadina-Adelaide? 3 Α. These cross charges are 4 always put in place in the industry. It just 5 gives a comfort level to the different lenders. 6 250 Q. Okay. 7 As long as they're in a registered position in first, second and behind 8 9 the existing lenders. 10 MS. VAILLANCOURT: Just to be 11 clear, just to be clear -- sorry, go ahead, Mr. 12 Mann. 13 MR. MANN: These are cross 14 collateralization of monies, that's all this is, 15 where one lender will register the security 16 against multiple properties to secure collateral 17 for the loan. It is called cross 18 collateralization. 19 MS. VAILLANCOURT: Right. But 20 the loan is for the benefit of the 21 Spadina-Adelaide property. Correct? THE WITNESS: Again, it is 22 2.3 just a charge and that is why the existing lenders 24 are okay with it on the property. Because there 25 is no actual fund being registered. The first

CONFIDENTIAL September 24, 2020

1	charge is on the Adelaide property.
2	If you look at the Adelaide
3	property you will see Scarecrow has registered a
4	second charge well below the value of the
5	property. So this is just a general charge and
6	how they operate.
7	MS. VAILLANCOURT: But isn't
8	just additional security for them for any monies
9	they advanced on the Spadina-Adelaide property.
10	THE WITNESS: Yes, it is.
11	MS. VAILLANCOURT: So it is
12	security being registered on the Niagara Falls
13	Eagle Valley property, which is for the purposes
14	of a lender that is lending money on the
15	Spadina-Adelaide property? Correct?
16	THE WITNESS: Correct.
17	MS. VAILLANCOURT: Okay.
18	BY MS. COLLINS:
19	Q. How did you find out
20	about the Eagle Valley property?
21	A. I believe that the
22	property also was brought to me through sales
23	construction management.
24	Q. So I am just going to do
25	something I hate to do actually, and go back for a
	Page 149

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	you've already said your position. You can't
2	MS. VAILLANCOURT: No, I'm not
3	shutting you down. You've already said your
4	position
5	MR. MANN: But you start to
6	say yours again. You just started to say yours
7	again
8	MS. VAILLANCOURT: No. I'm
9	repeating your position. You know what? Let's
10	move on.
11	BY MS. VAILLANCOURT:
12	Q. So, Mr. Furtado, in
13	respect of Eagle Valley, security was provided.
14	That property was used as security in relation to
15	monies that were loaned to the Spadina Adelaide
16	project. I would like to know whether you told
17	Eagle Valley limited partnership, limited
18	partners, that the property that was the subject
19	of their limited partnership agreement was going
20	to be offered up to unrelated projects as
21	collateral.
22	A. Yes. The investors are
23	aware.
24	Q. Okay. And so tell me how
25	you made them aware, please.

Page 284

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	A. It is recorded in the
2	audited financial statements (inaudible.)
3	THE COURT REPORTER: I'm
4	sorry, I can't hear you. Can you say that again?
5	THE WITNESS: It's recorded in
6	the audited financial statements done by
7	PricewaterhouseCoopers that they received.
8	BY MS. VAILLANCOURT:
9	Q. So you're saying they are
10	aware of it after the fact through their receipt
11	of audited financial statements?
12	A. Correct.
13	Q. So, prior to offering the
14	Eagle Valley property as security, did you seek
15	any unitholder approval before you did that?
16	A. There is no requirement
17	for me to seek unitholder approval in a limited
18	partnership.
19	Q. So, my question is: Did
20	you seek unitholder approval?
21	A. No, I didn't.
22	Q. And in terms of those
23	audited financial statements, do you mail those
24	out or e-mail those out to investors or how do
25	investors get those statements?

Page 285

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	A. The investors are sent
2	e-mails after the audit is complete to let them
3	know that the audited financial statements are
4	completed, and then they are asked if they want
5	copies. And all the investors that request it, we
6	e-mail them to the investors.
7	Q. Sorry, I didn't hear the
8	last part.
9	A. We e-mail them to the
10	investors.
11	Q. So you're saying all of
12	the limited partners in Eagle Valley requested a
13	copy of those audited financial statements?
14	MR. MANN: No, that's not what
15	he said.
16	BY MS. VAILLANCOURT:
17	Q. Okay. I didn't hear,
18	then. What are you saying?
19	MR. MANN: He said that the
20	individuals receive e-mails that the audited
21	financial statements have been completed, inviting
22	them to request a copy of the statements if they
23	so choose because not everybody cares to receive
24	one. I say that very generically, not in this
25	context. And for anyone who requests it, that

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	audited financial statement is sent to that
2	individual or those individuals.
3	BY MS. VAILLANCOURT:
4	Q. Okay, so how many Eagle
5	Valley limited partners did you send audited
6	financial statements to?
7	A. I don't recall.
8	Q. So, if a person didn't
9	ask for the Eagle Valley limited partnership
10	financial statement, they would not otherwise have
11	been advised about the property having been
12	offered up as security on another project?
13	MR. MANN: Maybe they have
14	spoken to other individuals. We don't know.
15	BY MS. VAILLANCOURT:
16	Q. I'm talking about
17	Mr. Furtado, his discussions with Eagle Valley
18	limited partners. So, if they did not request a
19	copy of the financial statements, did you have any
20	independent conversations with them to let them
21	know that their property was used as collateral on
22	another project?
23	A. I have ongoing
24	discussions with all the investors. And has it
25	come up on some of them? I wouldn't be able to

Page 287

CONFIDENTIAL November 5, 2020

CONTINUED INTERVIEW OF OSCAR FURTADO

1	say which ones, but yes. And my investors are
2	okay with what I'm doing.
3	Q. So, if we asked an Eagle
4	Valley limited partner about this, you're saying
5	they would tell us that they know that their
6	property was used as collateral on an unrelated
7	project?
8	MR. MANN: Which unitholder
9	are you referring to?
10	BY MS. VAILLANCOURT:
11	Q. Well, tell me,
12	Mr. Furtado.
13	MR. MANN: No, I'm asking you.
14	You just said
15	BY MS. VAILLANCOURT:
16	442 Q. You said
17	MR. MANN: Ms. Vaillancourt,
18	hang on, hang on. You just asked a question, if
19	we asked a unitholder so and so, and I'm asking
20	you which unitholder?
21	BY MS. VAILLANCOURT:
22	Q. Okay. Mr. Furtado, if we
23	were to ask that question of an Eagle Valley
24	limited partner, which one would know that this
25	property was used as collateral on an unrelated

Page 288

1	Mr. Furtado, you're together in a boardroom and no
2	one else is there or participating?
3	MR. MANN: No. Same for you
4	guys?
5	MS. HOULT: Yes, same.
6	Ms. Collins?
7	MS. COLLINS: Yes.
8	MS. HOULT: Mr. Baik?
9	MR. BAIK: Yes.
10	MS. HOULT: Thank you.
11	MR. MANN: Thank you.
12	MS. HOULT: Mr. Furtado, I
13	would like to show you a document you have
14	provided to us. Mr. Baik, 4775.
15	This is a progress report
16	regarding Go-To Niagara Falls Eagle Valley, dated
17	November 9th, 2020. For the record, we will mark
18	that as Exhibit 13.
19	EXHIBIT NO. 13: Progress
20	report for Go-To Niagara
21	Falls Eagle Valley, dated
22	November 9, 2020.
23	MS. HOULT: Mr. Baik, can you
24	scroll down? Continue scrolling. You can stop.
25	You need to scroll back up. Thanks. Stop.

1		BY MS	S. HOULT:
2	300	Q.	There is a paragraph that
3	begins "We have als	so att	tached our December 31,
4	2019, audited finar	ncial	statements". Do you see
5	that, Mr. Furtado?		
6		Α.	Yes, I do.
7	301	Q.	That same paragraph says
8	later on:		
9			"During 2019 and 2020, we
LO			adopted a new strategy
L1			across all projects to
L2			allow for
L3			cross-collateral charges
L 4			to be placed on projects
L5			when obtaining debt
L 6			financing. This project
L7			benefitted from this
L8			strategy as a
L9			project-related charge
20			was placed on an
21			unrelated project to
22			ensure this project could
23			get appropriate
24			financing" (As read)
25		And :	it continues. My question

1	is: What other project received a charge which
2	benefitted Eagle Valley?
3	MR. MANN: Ms. Hoult, this was
4	examined at some length previously about the
5	cross-collateralization, why it took place, as
6	between which properties it took place. As I
7	recall, charges or registrations were even put to
8	Mr. Furtado. So this was examined on previously.
9	MS. HOULT: This report
10	postdates our examination, Mr. Mann. So the
11	question is simply what other project receives a
12	charge that benefitted Eagle Valley.
13	MR. MANN: Sorry, this report
14	is dated November 9th. The last interview was
15	November 5th, '20. You're right; it postdates it
16	by four days. If you want to ask Mr. Furtado
17	whether in those four days there was another
18	cross-collateralization, he can answer that, but
19	otherwise, significant time was spent on the
20	cross-collateralization of the in which the
21	Eagle Valley property was involved.
22	BY MS. HOULT:
23	Q. Mr. Furtado, is the
24	charge that is referred to in this November 9th,
25	2020, report to Eagle Valley investors charges

1	that had been registered in April 2019?
2	A. Sorry, the charge, has it
3	been registered in
4	MR. MANN: When was it
5	registered?
6	THE INTERVIEWEE: I couldn't
7	recall the exact date it was registered. You
8	would have to give me reference to it.
9	BY MS. HOULT:
10	Q. Why did you provide this
11	information to Eagle Valley investors on
12	November 9th, 2020?
13	A. Why did I provide it?
14	Because the charge would have been relatively
15	close to that date when it was done. There was a
16	refinancing done, if I recall correctly. I didn't
17	realize we were going through other projects. I
18	thought the examination today was focused on
19	Adelaide. I didn't review any notes.
20	304 Q. Sorry, you said the
21	charge related to a refinancing?
22	A. The refinancing when
23	you refinance, the new lenders will ask either to
24	place the charge on the existing party, which they
25	did, but they also sometimes feel that the

1	existing property does not have sufficient room to
2	place a full charge, so they ask for another
3	property
4	Q. And you sorry, go
5	ahead.
6	A. They asked for another
7	property to place the charge to give sufficient
8	comfort because they want to make the loan.
9	306 Q. That was a loan for Eagle
10	Valley, a refinancing for Eagle Valley?
11	A. Correct.
12	307 Q. Okay. And when,
13	approximately, did that refinancing take place?
14	A. I don't recall the actual
15	date.
16	MS. HOULT: We can remove that
17	one from the screen, Mr. Baik, and pull up 5570.
18	This is a December 18, 2020,
19	update on Go-To Stoney Creek Elfrida, and it's our
20	doc ID 5570, short version, which I will mark as
21	Exhibit 14, for the record.
22	EXHIBIT NO. 14: Progress
23	report for Go-To Stoney
24	Creek Elfrida, dated
25	December 18, 2020.

1	BY MS. HOULT:
2	Q. Can you scroll down,
3	Mr. Baik? Continue scrolling, continue scrolling,
4	stop.
5	So there is a paragraph that
6	begins "With this report". Do you see that,
7	Mr. Furtado?
8	A. Sorry, can you scroll
9	back up to the top of the report? It's for Stoney
10	Creek.
11	MR. MANN: Yes, that's what
12	she said.
13	THE INTERVIEWEE: Okay.
14	BY MS. HOULT:
15	309 Q. So I'm directing your
16	attention to the second paragraph on the second
17	page which begins "With his report". Do you see
18	that paragraph?
19	MR. MANN: Do you see the
20	paragraph?
21	THE INTERVIEWEE: It starts
22	"With this report"?
23	MR. MANN: Yes. Yes, he sees
24	that.
25	THE INTERVIEWEE: Yes. "With

1	this report", yes. Okay.
2	BY MS. HOULT:
3	Q. Okay. So, roughly the
4	middle of that paragraph, it states:
5	"This project benefitted
6	from this strategy as a
7	project-related charge
8	was placed on my
9	principal residence to
10	ensure this project could
11	get appropriate
12	financing."
13	Do you see that statement?
14	A. Correct.
15	Q. Okay. Is the charge on
16	your principal residence that is referred to here
17	the one that was registered by Podesta Group Inc.
18	and LMI Management Inc.?
19	A. Yes, it is.
20	Q. And that charge was
21	registered in December 2020?
22	A. Again, I don't recall the
23	actual date. If it states it here, the answer is
24	yes
25	MR. MANN: Do you know the

COMPELLED INTERVIEW OF OSCAR FURTADO

1	date?	
2		THE INTERVIEWEE: I don't know
3	the actual date.	
4		BY MS. HOULT:
5	313	Q. Okay. Mr. Baik, can you
6	pull up 6160?	
7		This is a property instrument
8	registered on 2354	Salcome Drive, Oakville. Is
9	that address your p	principal residence,
10	Mr. Furtado?	
11		A. Yes, it is.
12	314	Q. This document was
13	registered, as you	can see in the top right-hand
14	corner of the docum	ment, on 2020/12/18?
15		A. Correct.
16	315	Q. So registered
17	December 18th, 2020)?
18		A. Correct.
19	316	Q. And can we scroll down,
20	Mr. Baik, to show	the chargee? You scrolled too
21	far, Mr. Baik.	
22		The chargee is Podesta Group
23	Inc. and LMI Manage	ement Inc.?
24		A. Correct.

MR. MANN: Sorry. Okay. Yes.

25

1	Sorry.
2	BY MS. HOULT:
3	317 Q. And under the provision
4	section, we can see that the principal amount i
5	10.65 million; correct?
6	MR. MANN: I can't make out
7	the
8	MS. HOULT: Can you zoom in,
9	Mr. Baik?
LO	MR. MANN: 10.65 million.
L1	BY MS. HOULT:
L2	318 Q. Is that correct,
L3	Mr. Furtado?
L 4	MR. MANN: That is what it
L5	says, 10.65 million.
L 6	MS. HOULT: Okay. For the
L7	sake of the record, we will mark this document,
L8	which has our doc ID 6160 on it, and it is a
L9	charge December 18th, 2020, on the Salcome
20	address, as Exhibit 15.
21	EXHIBIT NO. 15: Charge
22	on 2354 Salcome Drive,
23	registered on December
24	18, 2020.
25	MS. HOULT: You can take it

1	down, Mr. Baik.
2	BY MS. HOULT:
3	Q. Mr. Furtado, you have an
4	agreement with the Elfrida LP to pay you a five
5	percent fee for providing a guarantee of that loan
6	with Podesta and LMI; correct?
7	A. All guaranteed fees, yes.
8	There is a calculated fee for any guaranteed fee
9	provided.
10	Q. And it's five percent for
11	that loan?
12	A. I don't recall the actual
13	percentage.
14	MS. HOULT: Okay. Mr. Baik,
15	5896. We will mark this as the next exhibit for
16	the sake of the record. Exhibit 16 is our
17	document 5896. It's titled Schedule 5, breakdown
18	of all guarantee fees as of 31 December, 2020.
19	EXHIBIT NO. 16: Schedule
20	5: Breakdown of all
21	guarantee fees as of
22	December 31, 2020.
23	BY MS. HOULT:
24	Q. If you scroll to the
25	bottom, Mr. Baik, and zoom in there you go.

COMPELLED INTERVIEW OF OSCAR FURTADO

Τ	Zoom in. Next to Stoney Creek Elirida LP, we see
2	reference to Podesta, Oscar Furtado, the amount of
3	10.65 million, and five percent. So was the rate
4	on that guarantee five percent?
5	A. Correct.
6	Q. Okay. Thank you. We can
7	close that document.
8	MR. MANN: Sorry, can you just
9	scroll up to the top, please? And then just
10	to the if you could move it to the left and
11	then just zoom in, please. I'm trying to see the
12	last couple of columns
13	MS. HOULT: Can you just
14	scroll? Keep scrolling, Mr. Baik.
15	BY MS. HOULT:
16	323 Q. I believe these are
17	the final columns on this the totals that are
18	accrued by certain month intervals, Mr. Furtado,
19	and then a total as to what
20	MR. MANN: Just hang on a
21	second. I have asked to look at the document.
22	Mr. Baik, can you please scroll down to the Stoney
23	Creek or the reference line that you were looking
24	we were looking at? I want to see the far

25 right-hand columns. Yeah, for Stoney Creek

1	Elfrida. Thank you.
2	MS. HOULT: Thanks. We can
3	take that off the screen, Mr. Baik.
4	BY MS. HOULT:
5	Q. Mr. Furtado, you did not
6	negotiate or obtain any compensation for the
7	Elfrida LP for using its property as security for
8	the obligations relating to Spadina Adelaide under
9	the MOU with FAAN Mortgage Administrators?
10	A. Sorry, could you repeat
11	that question? You said a lot of entities.
12	Q. You did not negotiate or
13	obtain any compensation for Elfrida for using its
14	property as security for the obligations relating
15	to Spadina Adelaide?
16	A. No.
17	Q. And you did not negotiate
18	or obtain any compensation for Eagle Valley LP for
19	pledging its properties for the obligations of
20	Spadina Adelaide to Scarecrow Capital?
21	A. No.
22	Q. Okay. Mr. Furtado, in
23	the real estate context, what is a lift?
24	MR. MANN: Sorry, you're
25	asking him what a lift is in what context?

This is Exhibit "101" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.

Muca



Progress Report: Go-To Niagara Falls Eagle Valley Inc.

November 9, 2020

Dear Investor,

In our last Semi-Annual Progress Report, we reported that the Niagara Region lock-down had a direct impact on our Sales Office as we were not able to continue selling our units. Over the past 18 months, we have had to face many challenges, including a slowdown in the real estate residential market, the termination of two of our sales teams, the termination of our marketing team, and our building's restructure to sell smaller units. All of this was to be proactive to protect the project and protect your investment in the project. The overlay on top of all of these challenges was our newest challenge of the impact of COVID-19 and the impact on all of us.

I committed to all of you that we would not give up on this project no matter the challenge. We finally have some good news to report. In the past 60 days, we sold 56 units. Furthermore, we sold the units at record high prices. We can now work on the final stage of going to construction.

We are currently working on the details of the Construction Plan, which will include preparing budgets that, in the coming weeks, will be vetted by a third-party consultant. Once this is done, we can move forward with our construction financing and move into this project's final stage.

We will soon have new challenges to overcome. As a result of the impact of Covid-19, there is a general shortage of material used in construction across the Country. Capital Build Construction Management, our partner in charge of the construction process, is working on strategies to overcome this challenge.

We have also attached our December 31, 2019, Audited Financial Statements for your records with this report. During 2019 and 2020, we adopted a new strategy across all projects to allow for cross collateral charges to be placed on projects when obtaining debt financing. This project benefited from this strategy as a project related charge was placed on an unrelated project to ensure this project could get appropriate financing to pay broker commissions for the sales mentioned above. In addition, a charge from an unrelated project was placed on this project to obtain debt financing on the unrelated project. None of this has had any negative financing impact on Eagle Valley. As a result, our Eagle Valley project has been able to move forward into the construction phase.

In the interest of keeping this project financially stable with an effective cash management strategy, I have decided to pay 50% of the 6% Semi-Annual Payment. The balance of the 50% will be deferred and paid out when the project's finances stabilize.

Even though the impacts of Covid-19 continue to impact this Province, we have won a significant battle in advancing this project forward. We plan to announce a construction start date shortly. Once we advise this date, we will be able to give you a relatively firm date to complete this project. On December 22, 2020, you will receive your partial Semi-Annual Payment. Once again, we thank you for your continued support. We will continue to battle any new challenges Covid-19 presents us and wish you and your family continued good health.

Sincerely,

Oscar Furtado President & CEO

> 1267 Cornwall Road, Suite 301 Oakville, Ontario L6J 7T5

This is Exhibit "102" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



Progress Report Go-To Stoney Creek Elfrida Inc.

December 18, 2020

Dear Investor,

In our semi-annual report to you on October 6, 2020, we informed you that the Province released an update to the Growth Plan and released a new Land Needs Assessment (LNA) methodology that the City of Hamilton had to follow. The LNA methodology included population growth and employment forecasts that the City of Hamilton had to follow in determining the amount of land that the City was requesting be included in the expansion of the urban boundary.

On November 16, 2020, the City released a draft LNA with a supporting staff report and technical material. IBI Group, Go-To's external planners, reviewed all the material released by the City and summarized the process that is being followed by the City.

On December 14, 2020, The City staff presented their findings and recommendations to the "General Issues Committee." Go-To and IBI Group attended this session, and a summary will be prepared early in the new year.

In summary, according to IBI Group, the City staff are recommending that in order to comply with Provincial guidelines, the Council adopt an intensification target of 50 – 55% within the existing boundary. If approved, this would mean that the City of Hamilton would incorporate 50-55% of the population and employment growth with intensification within the existing urban boundary (i.e. building in unbuilt areas or approving more higher-density building structures).

In order to have sufficient land for the recommended population and employment forecasts, the City staff are also suggesting that between 1,340 and 1670 hectares of land be brought into the urban boundary. The Elfrida Growth area, where our property is situated, is made up of 1200 hectares. For many business reasons, this appears to be the primary parcel of land that the City staff recommends bringing into the urban boundary to accommodate the growth forecasts.

According to IBI Group, the City of Hamilton aims to finalize its decision on the land to be brought into the urban boundary by the end of March 2021. Once this is done, the next step is to decide how to phase in the land being brought into the urban boundary. For strong business reasons, it appears that our parcel of land will be a part of the early phases.

Overall, the City of Hamilton is targeting to go to the Province's Ministry of Municipal Affairs with a recommendation in January 2021. This suggests that if everything goes as planned, with no appeals from the public, our development property could be brought into the urban boundary by June 2022.

1267 Cornwall Road, Suite 301 Oakville, Ontario L6J 7T5



In addition to closely monitoring all the activity with the City of Hamilton, Go-To has been working on financial restructuring of the debt on this property to protect investors' interest in the property. On December 18, 2020, Go-To completed a re-financing that protects the property with appropriate interest reserves for a three year period.

With this report, we have attached our December 31, 2019, audited financial statements from the recently completed audit. During 2019 and 2020, Go-To adopted a new strategy across all projects to allow for cross collateral charges to be placed on projects when obtaining debt financing. This project benefited from this strategy as a project-related charge was placed on my principal residence to ensure this project could get appropriate financing. As a result of this charge, even though I lost my home line facility, this was required to ensure the project had a three-year financing structure with an interest reserve that protects the project from any financial default and in effect protects the investors. In addition, a charge from an unrelated project was placed on this project to obtain debt financing on the unrelated project. The unrelated charge has not had any negative financing impact on Stoney Creek.

Even though the City of Hamilton has made very positive progress, we will continue to evaluate whether there is an early exit option for this project. Our development site will continue to appreciate in value as we progress through the City of Hamilton and Provincial approval process. The staff at Go-To thank you for your continued support. We wish your families and friends continued good health as we enter the next 3-4 months, and all face the Covid challenges in many different ways.

Best Regards,

Oscar Furtado President & CEO This is Exhibit "103" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #30

46415-0949 (LT)

PAGE 1 OF 1 PREPARED FOR CCPellerin ON 2021/11/24 AT 12:07:30

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

PROPERTY DESCRIPTION:

PART LOT 8 CON 9 GRANTHAM PARTS 1 & 2, 30R15717; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2, 30R15717 AS IN NR358008; CITY OF ST. CATHARINES

PROPERTY REMARKS: ESTATE/QUALIFIER: PLANNING ACT CONSENT AS IN R0176077, NR433224L. FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2020.12.03.

RECENTLY:

PIN CREATION DATE:

FEE SIMPLE LT ABSOLUTE PLUS

RE-ENTRY FROM 46415-0929

2020/12/03

OWNERS' NAMES

CAPACITY SHARE

GPAR FIRM

GO-TO GLENDALE AVENUE INC. GO-TO GLENDALE AVENUE LP

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUS	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 2020/12/03 **		
**SUBJECT	O SUBSECTION	44(1) OF THE LAND T	TLES ACT, EXCEPT PA	ARAGRAPHS 3 AND 14 AND *		
**	PROVINCIAL S	UCCESSION DUTIES AND	EXCEPT PARAGRAPH 1.	AND ESCHEATS OR FORFEITURE **		
**	TO THE CROWN	UP TO THE DATE OF RI	GISTRATION WITH AN	ABSOLUTE TITLE. **		
NR358008	2014/07/22	TRANSFER EASEMENT	\$2	EMMETT, JOHN ROBERT	THE CORPORATION OF THE CITY OF ST. CATHARINES	С
NR441538	2017/03/15	TRANSFER	\$2,300,000	2381078 ONTARIO LIMITED	GO-TO GLENDALE AVENUE INC GO-TO GLENDALE AVENUE LP	С
RE	MARKS: PLANNI	NG ACT STATEMENTS.				
NR465992	2017/11/16	APL CH NAME OWNER		GO-TO GLENDALE AVENUE INC	GO-TO GLENDALE AVENUE INC.	С
NR467701	2017/12/05	CHARGE PARTNERSHIP	\$1,150,000	GO-TO GLENDALE AVENUE INC. GO-TO GLENDALE AVENUE LP	MERIDIAN CREDIT UNION LIMITED	С
30R15717	2020/12/03	PLAN REFERENCE				С
NR559807	2020/12/03	APL ABSOLUTE TITLE		GO-TO GLENDALE AVENUE INC. GO-TO GLENDALE AVENUE LP	GO-TO GLENDALE AVENUE INC.	С
RE	MARKS: NR5497	07				
NR568732	2021/03/02	CHARGE PARTNERSHIP	\$2,370,000	GO-TO GLENDALE AVENUE INC. GO-TO GLENDALE AVENUE LP	RECIPROCAL OPPORTUNITIES INCORPORATED	С
NR568898 <i>RE</i>		POSTPONEMENT 32 TO NR467701		RECIPROCAL OPPORTUNITIES INCORPORATED	MERIDIAN CREDIT UNION LIMITED	С
NR581545	2021/06/30	CHARGE PARTNERSHIP	\$4,100,000	GO-TO GLENDALE AVENUE INC. GO-TO GLENDALE AVENUE LP	TRISURA GUARANTEE INSURANCE COMPANY	С

LRO # 30 Charge By Partnership

Registered as NR467701 on 2017 12 05 at 13:34

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

yyyy mm dd Page 1 of 4

Properties

PIN 46415 - 0929 LT Interest/Estate Fee Simple

Description PT LT 8 CON 9 GRANTHAM BEING PARTS 1 & 2 ON 30R-14722; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 ON 30R14722 AS IN NR358008; CITY OF ST.

CATHARINES

Address 527 GLENDALE AVENUE

ST. CATHARINES

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 GO-TO GLENDALE AVENUE INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO GLENDALE AVENUE LP

Address for Service 2354 Salcome Drive

Oakville, Ontario L6H 7N3

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name MERIDIAN CREDIT UNION LIMITED

Address for Service 75 Corporate Park Drive

St. Catharines, Ontario

L2S 3W3

Statements

Schedule: See Schedules

Provisions

Principal \$1,150,000.00 Currency CDN

Calculation Period

Balance Due Date ON DEMAND
Interest Rate 24.0%

Payments

Interest Adjustment Date

Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 200522

Insurance Amount full insurable value

Guarantor

Signed By

LRO # 30 Charge By Partnership

Registered as NR467701 on 2017 12 05 at 13:34

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

yyyy mm dd Page 2 of 4

Signed By

St. Catharines Chargor(s)

L2R 6Z1

Tel 905-641-1551 Fax 905-641-1830

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

Submitted By

LANCASTER, BROOKS & WELCH 80 King Street Suite 800 Box 790 2017 12 05

St. Catharines L2R 6Z1

Tel 905-641-1551 Fax 905-641-1830

Fees/Taxes/Payment

Statutory Registration Fee \$63.65 Total Paid \$63.65

File Number

Chargee Client File Number :

39708-022

SCHEDULE FOR ALL COLLATERAL MORTGAGES

SCHEDULE "A"

PAYMENT PROVISIONS

This Charge is given as continuing security for payment to the Chargee of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Chargor to the Chargee (such debts and liabilities being hereinafter called the "liabilities"), but the Chargor's liability hereunder being limited to the sum of "the Credit Limit" (being the Principal Amount stated on Page 1 of this Charge/Mortgage) with interest at the rate hereinafter set out:

The Chargor covenants to pay each and every liability to the Chargee punctually as the same falls due; provided that this Charge is void upon payment on demand of the ultimate balance of the liabilities and all promissory notes, bills of exchange, guarantees and any other instruments whatsoever from time to time representing the liabilities or any part thereof, not exceeding the principal sum of "the Credit Limit" (being the Principal Amount stated on Page 1 of this Charge/Mortgage) together with interest thereon at the rate of 24.00 per centum per annum as well after as before maturity and both before and after default and all other amounts payable by the Chargor hereunder.

(SCHEDULE FOR COMMERCIAL / FARM / RESIDENTIAL / CONSTRUCTION MORTGAGES)

SCHEDULE "B"

ADDITIONAL PROVISIONS

RECEIVER

Notwithstanding anything herein contained it is declared and agreed that at any time and from time to time when there shall be default under the provisions of these presents the chargee may at such time and from time to time and with or without entry into possession of the charged premises or any part thereof by writing under its corporate seal appoint a receiver of the charged premises or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his stead and that, in making any such appointment or removal, the chargee shall be deemed to be acting as the agent or attorney for the chargor. Upon the appointment of any such receiver or receivers from time to time the following provisions shall apply:

- That the statutory declaration of an officer of the chargee as to default under the provisions of these presents shall be conclusive evidence thereof.
- That every such receiver shall be the irrevocable agent or attorney of the chargor for the collection of all rents falling due in respect of the charged premises or any part thereof whether in respect of any tenancies created in priority to these presents or subsequent thereto;
- 3. That every such receiver may, in the discretion of the chargee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the chargee;
- That the chargee may from time to time by such writing fix the remuneration of every such receiver who shall be entitled to deduct the same out of the charged premises or the proceeds thereof;
- 5. That every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the charger and in no event the agent of the chargee;
- That the appointment of every such receiver by the chargee shall not incur or create any liability on the part of the chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver of the termination of any such receivership shall not have the effect of constituting the chargee a chargee in possession in respect of the charged premises or any part thereof:
- 7. That every such receiver shall from time to time have the power to rent any portion of the demised premises which may become vacant for such term and subject to such provisions as he may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the chargor and he shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the chargor and the chargor undertakes to ratify and confirm whatever any such receiver may do in the premises;
- 8. That every such receiver shall have full power to take all steps he deems appropriate to complete any unfinished construction upon the charged premises with the intent that the charged premises and the buildings thereof when so completed shall be the complete structure as represented by the chargor to the chargee for the purpose of obtaining this charge loan;
- That every such receiver shall have full power to manage, operate, amend, repaid, alter or extend the charged premises or any part thereof in the name of the chargor for the purpose of securing the payment of rental from the charged premises or any part thereof;
- 10. That no such receiver be liable to the charger to account for monies or damages other than cash received by him in respect of the charged premises or any part thereof and out of such cash so received every such receiver shall in the following order pay:
 - (a) His remuneration aforesaid;
 - (b) All payments made or incurred by him in connection with the management, operation, amendment, repair, alteration or extension of the charged premises or any part thereof; or completion of any unfinished construction upon same;
 - (c) In payment of interest, principal and other money which may, from time to time, be or become charged upon the charged premises in priority to these presents, and all taxes, insurance premiums and every proper expenditure made or incurred by him in respect to the charged premises or any part thereof;
 - (d) The chargee in payment of all interest due or falling due under this charge and the balance to be applied upon principal due and payable and secured by this charge; and
 - (e) Thereafter any surplus remaining in the hands of every such receiver to the chargor, its successors and assigns.

LRO # 30 Charge By Partnership

Registered as NR568732 on 2021 03 02 at 15:27

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

yyyy mm dd Page 1 of 15

Properties

PIN 46415 - 0949 LT Interest/Estate Fee Simple

Description PART LOT 8 CON 9 GRANTHAM PARTS 1 & 2, 30R15717; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2, 30R15717 AS IN NR358008; CITY OF ST.

CATHARINES

ST. CATHARINES Address

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,

GO-TO GLENDALE AVENUE INC. Name Address for Service 1267Cornwall Rd., Suite 301, Oakville,

ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO GLENDALE AVENUE LP Address for Service 1267Cornwall Rd., Suite 301, Oakville,

ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name RECIPROCAL OPPORTUNITIES INCORPORATED

Address for Service 75 Brant Ave., Brantford, ON N3T 3H2

Statements

Schedule: See Schedules

Provisions

\$2,370,000.00 CDN Principal Currency

Calculation Period Monthly 2022/03/02 Balance Due Date 10.75% Interest Rate

Payments

Interest Adjustment Date 2021 03 02

Payment Date 2nd day of each and every month

First Payment Date 2021 04 02 2022 03 02 Last Payment Date Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor Go-To Developments Holdings Inc., Oscar Alex Furtado

Additional Provisions

Payments are interest only due and payable on the 2nd day of each and every month.

Signed By

20 Wellington St 2021 03 02 Victoria Susann Zylstra acting for Signed

Brantford Chargor(s)

N3T 5V6

Tel 519-759-6220

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

LRO # 30 Charge By Partnership

Registered as NR568732 on 2021 03 02 at 15:27

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

yyyy mm dd Page 2 of 15

Submitted By

WATEROUS HOLDEN AMEY HITCHON LLP 20 Wellington St 2021 03 02

Brantford N3T 5V6

Tel 519-759-6220 519-759-8360 Fax

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Chargor Client File Number: 131997

ADDITIONAL PROVISIONS

COMMITMENT LETTER

This Charge shall be read together with and shall be subject to the terms of the Commitment Letter dated the 16th day of February, 2021 and accepted the 16th day of February, 2021 between the "Chargee" and the "Chargor", (the "Commitment Letter"). The warranties, representations, agreements and covenants contained in the Commitment Letter executed by the Chargor for this Charge shall not merge but shall survive the advancement of the funds under this Charge, and if the Chargor fails to comply with any such warranty, covenant or agreement or representation contained in the Commitment Letter either prior to or subsequent to the advancement of the funds under this Charge the Chargor shall at the sole option of the Chargee be deemed to be in default under the provisions of this Commitment Letter and/or this Charge and the Chargee shall be empowered and authorized to exercise all remedies available to it hereunder. In the event of any ambiguity, conflict or inconsistency between the warranties, representations covenants or agreement contained herein and those set out in the Commitment Letter, the warranties representations, covenants and agreement contained in the Commitment Letter shall supersede and shall be binding upon the parties.

DEFINITIONS

- 1. In this Schedule and all other Schedules to the Charge:
 - "Mortgage" means the charge and all Schedules to it (including this Schedule) as the same may be amended from time to time;
 - (b) the words "hereof", "hereto", "herein", "hereby" and "hereunder" and similar expressions mean or refer to this Mortgage as a whole and not to any particular part thereof and;
 - (c) the Mortgagor and the Mortgagee are, respectively, the Chargor and Chargee named in the Charge. Any reference to a Mechanic's Lien in this Mortgage shall be deemed to include a Construction Lien.
- In addition to, and not in substitution for any other provision of this Mortgage, the parties
 hereto agree that this Mortgage shall not be void unless the Mortgagor makes the
 payments required by this Mortgage and performs and observes all of the other covenants,
 agreements, provisions and obligations contained herein.
- For greater certainty, the parties hereto agree that, in addition to, and not in substitution for, all the rights and remedies of the Mortgagee, the Mortgagee may, on default by the Mortgagor in making any payment required by this Mortgage or in performing or observing any of the covenants, agreements, provisions or obligations contained herein, foreclose the right, title and equity of redemption of the Mortgagor to and in the lands described in the Charge.
- 4. The parties hereto agree that the covenants implied by paragraphs 1 and 2 of Subsection 7(1) of the Land Registration Reform Act, (as varied herein) shall be in addition to, and not in substitution for, the covenants and other provisions set forth in this Mortgage. In the event of any conflict between any of such implied covenants (as varied herein) and any other covenant or provision of this Mortgage, such other covenant or provision shall prevail.
- 5. The parties hereto agree that the covenant implied by paragraph 7(1)1.iii of the Land Registration Reform Act, is varied so that the text of such paragraph reads as follows:
 - That the Chargor has not done, omitted or permitted anything whereby the lands is or may be encumbered.
- 6. The parties hereto agree that the covenant implied by paragraph 7(2)2 of the Land Registration Reform Act, is varied so that the text of such paragraph reads as follows:
 - In a charge of freehold land by the beneficial owner, that the Chargor has a good title in fee simple to the land.
- If any covenant or provision of this Mortgage is illegal or unenforceable, it shall be considered separate and severable from the remaining covenants and provisions shall

remain in force and be binding as though such first mentioned covenant or provision had never been included.

MINIMUM INTEREST CLAUSE

The Chargor will pay a minimum of six (6) months interest on the entire principal amount once it has been fully advanced. In the event that the Chargor does not take advances representing the principal amount, the Chargor must pay six (6) months interest on any undrawn portion of the principal amount ("Minimum Interest").

DUE ON SALE CLAUSE

PROVIDED that the herein described Charge/Mortgage together with the principal sum secured hereunder and all accrued interest, costs, including any applicable discharge fees together with a bonus equal to, during the last six (6) months of the term, one (1) months interest on the amount to be paid and three (3) months interest during the first six (6) months of the term together with a five hundred dollars (\$500.00) administration fee and any Minimum Interest shall immediately become due and payable in full at the exclusive option of the Chargee if the lands secured hereunder or any part thereof or interest therein is sold, transferred, conveyed, foreclosed, exchanged, assigned, mortgaged, leased or otherwise disposed of or the Chargor enters into an agreement to effect any of the foregoing (all of which are referred to as a "Disposition") whether by registered or unregistered instrument and whether for valuable or nominal consideration.

If after the date of execution of this Charge/Mortgage any share of the Chargor or any one of the Guarantors, are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, or issued by subscription or allotment, or cancelled or redeemed on the date when the Chargor and/or Guarantor(s) becomes a Corporation, if later, or if other steps are taken to accomplish a change of the voting control thereof, the Chargor and/or Guarantor(s) promptly will notify the Chargee in writing of the change, which will be considered to be a Disposition for the purposes of this Charge. The Chargor will make available to the Chargee or its lawful representatives all corporate books and records of the Chargor for inspection at all reasonable times, to ascertain to the extent possible whether there has been a change of control.

PREPAYMENT CLAUSE

The Chargor, when not in default hereunder, shall have the privilege, upon first providing the Chargee at least seven (7) days notice in writing, of prepaying the principal sum secured hereunder together with a bonus equal to, during the last six (6) months of the term, one (1) months interest on the amount to be paid and six (6) months interest during the first six (6) months of the term together with a five hundred dollars (\$500.00) administration fee and any Minimum Interest and costs, plus any discharge fees.

PAYMENTS BY CHARGEE

It is hereby agreed between the parties hereto that the Chargee may pay all premiums of insurance and all taxes, rates, utility and heating charges which shall from time to time fall due and be unpaid in respect of the Charged Property, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the Charged Property and of negotiating this loan, investigating title and registering the Charge and other necessary deeds and generally in any other proceedings taken in connection with or to realize this security (including legal fees and real estate commissions and other costs incurred in leasing or selling the Charged Property or in exercising the power of entering, lease and sale herein contained) shall be, with interest at the rate aforesaid, a charge upon the Charged Property in favour of the Chargee, and that the Chargee may pay or satisfy any lien charge or encumbrance now existing or hereafter created or claimed upon the Charged lands, which payments with interest at the rate aforesaid shall like wise be a charge upon the Charged Property in favour of the Chargee. PROVIDED, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the debt hereby secured and shall be payable forthwith with interest at the rate aforesaid and in default, this Charge shall immediately become due and payable at the option of the Chargee, and all powers in this Charge conferred shall become exercisable.

POST-DATED CHEQUES

The Chargor shall provide the Chargee post dated cheques for interest payments for the term of the Charge upon the advance of funds. There will be a late payment fee of \$500.00 payable if any interest cheque is not received at least seven (7) days prior to its due date. NSF cheques will be subject to a \$500.00 fee plus late interest at regular rate applicable to the Charge.

FUTURE RENEWAL OR AMENDMENT

This Charge may be renewed or amended by an agreement in writing with or without an increased rate of interest notwithstanding that there may be subsequent encumbrancers at the time of such renewal or amendment. It shall not be necessary to register any such agreement to retain priority for this Charge on such altered terms over any instrument registered subsequent to this Charge. Any such agreement shall be effectual and binding on the Chargor and any such subsequent encumbrancer and shall take priority against such subsequent encumbrancer immediately upon execution by the Chargor. The Chargor shall pay all legal and administrative costs of the Chargee incurred in connection with any such agreement. The Chargor acknowledges that the provisions of this paragraph shall not confer any right of renewal on the Chargor.

POSTPONEMENT OF CLAIM BY GUARANTOR

All indebtedness and liability, present and future, of the Chargor to the Guarantor(s) is hereby assigned to the Chargee and postponed to the repayment of all the monies secured by the within Charge and all monies received by Guarantor(s) in respect thereof shall be received in trust for the Chargee, the whole without limiting or lessening the liabilities of the Guarantor(s) under this guarantee, and this assignment and postponement is independent of the said guarantee and shall remain in full effect until repayment in full to the Chargee of the monies secured by the Charge notwithstanding that the liabilities of the Guarantor(s) under the within guarantee(s) may have been discharged or terminated. All Guarantors and the Chargor acknowledge the assignment to the Chargee as set forth herein provided that nothing shall impose upon the Chargee any obligation to do anything to realize on the assigned debts and claims or to ensure that those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise.

ADDITIONAL SECURITY

In the event that at the date of the first advance pursuant to this Charge, there is insufficient net income from the Charged Property to fully service this Charge, the Lender may, in its discretion, require such additional covenant or collateral security, as it deems necessary.

SECURITY INTEREST IN FIXTURES/CHATTELS

All chattels, equipment, installations, erections, structures and improvements, fixed or otherwise, now or hereafter put upon the said Charged Property and owned by the Chargor, including, but without limiting the generality of the foregoing, all window treatments, furniture, refrigerators, stoves, washers, dryers, piping, plumbing, lighting, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, mirrors, shelving, railings, counters, cupboards, built-ins, floor coverings and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures, be an accession to the freehold and a part of the realty, and shall be a portion of the security for the indebtedness in the within Charge.

The Chargor covenants and agrees to execute and deliver to the Chargee, on demand, a security interest in all such chattels, furnishings, equipment, appliances and all other similar personal property owned now or in the future owned by the Chargor and situate in or about the Charged Property. The form and content of such security interest shall be acceptable to the Chargee in its discretion. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of a financing statement(s) under the Personal Property Security Act of Ontario and replacement or successor legislation and all other documents relating to the security interest and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charged hereunder, paid forthwith by the Chargor and treated as Additional Fees as provided for herein.

ALTERATIONS AND ADDITIONS

The Chargor covenants with the Chargee that it will not make or permit to be made any alterations or additions to the Charged Property without the written consent of the Chargee, and that it will promptly observe, perform, execute and comply with all legislation, laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority or agency having jurisdiction over the Charged Property or any portion thereof, including without restriction, those dealing with zoning, use, occupancy, subdivision, parking, fire, access, loading facilities, landscaped area, pollution of the environment, building construction, public health and safety, and all private covenants and restrictions affecting the Charged Property or any portion thereof, and the Chargor will at its own cost and expense make any and all improvements thereon or

alterations thereto, structural or otherwise, ordinary or extraordinary, and take any and all other steps which may be required at any time by such present or future law, rule, requirement, order, direction, ordinance of regulation. The Chargor shall, from time to time, upon the request of the Chargee, provide to the Chargee evidence of such observation and compliance.

INTEREST ONLY MONTHLY

In the event that the Charge provides for payment of interest only monthly, it is agreed that notwithstanding any reference to the interest rate being payable on a per annum basis, and notwithstanding any other provision herein contained, the parties hereto acknowledge that it is their intention and agreement that the interest shall at all times be payable, calculated and compounded monthly at a rate equal to one-twelfth (1/12) of the yearly rate as hereinbefore stated, and the Chargee shall not be deemed to reinvest any monthly or other payments received hereunder.

CRIMINAL RATE OF INTEREST

Notwithstanding anything stated above or contained herein, the interest, bonuses, administrative fees and any other fees or charges associated with the Charge/Mortgage and taken into account in the interest calculation in section 347 of the Criminal Code of Canada paid and/payable herein shall not exceed the "criminal rate of interest" as defined and set out in the Criminal Code of Canada, and this Charge/Mortgage is hereby amended, mutatis mutandis, to allow the aggregate of the interest, bonuses, administrative fees and other fees and/or charges to be limited to the maximum allowed by law.

TAXES

The Chargee reserves the right to collect one-twelfth of the estimated annual real estate taxes for any property held as security for the Charge with the regular monthly payments. The Chargor will provide evidence to the Chargee that all property tax instalments are paid on time within 24 hours of their due date. If evidence is not provided within the said 24 hours, a fee of five hundred dollars (\$500.00) must be paid for any faxed or emailed request for same. Non-payment of any property tax instalment will be considered an event of default by the Chargor and the default provisions of the Charge will apply.

PAYMENT RECEIPT

Any and all payments must be received by the Chargee prior to twelve noon on any business day. Payments received after twelve noon on any business day shall be deemed to have been received on the next business day.

EXTENSION PROVISION

In the event that the within Charge is not paid on or before the due date in accordance with its terms, the Chargor and Chargee shall be deemed to have agreed to extend the within Charge for a further term of ONE (1) month on the said terms and conditions contained herein save and except the revised maturity date and interest shall be payable at the rate of fifteen (15%) PERCENT per annum calculated and compounded monthly, not in advance. The Chargor agrees to pay an extension fee of one (1%) percent of the principal and interest then outstanding, which fee shall become due and payable on the SIXTEENTH (16TH) day following the Balance Due Date. If the said amount is not paid when due it shall be added to the principal balance of the mortgage and bear interest thereafter at the rate of interest provided. The receipt by the Chargee of such payment shall not obligate the Chargee to renew the Charge and the Charge shall become due and payable at any time upon FIFTEEN (15) DAYS notice of demand for payment in full.

COMPOUND INTEREST/DEFAULT INTEREST

And it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable on the sum in arrears for interest from time to time, as well after as before maturity, at the rate of fifteen per cent (15%) per annum (notwithstanding any statutory provision or common law rule to the contrary), and in case the interest and compound interest are not paid in one (1) month from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

DEFAULT

If, in the Chargee's sole discretion, there has been a material deterioration in the financial position of the Chargor during the term of the loan, then the loan and all accrued interest plus any applicable prepayment penalty will immediately become due at the option of the Chargee.

BANKRUPTCY AND INSOLVENCY ACT

The Chargor waives and releases any right that it may have to receive from the Chargee notice of intention to enforce security pursuant to the Bankruptcy and Insolvency Act of Canada (the "Act"). This waiver and release shall not be deemed or interpreted to be a prior consent to earlier enforcement of a security within the meaning of the Act.

The Chargor acknowledges and agrees that:

- the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor acquired for or used in relation to any business carried on by the Chargor;
- (b) notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Lands as agent on behalf of the Chargor or otherwise and notwithstanding the Chargee taking possession of the Lands itself pursuant to any rights that the Chargee may have with respect thereto, such possession shall not constitute the Chargee or any such person a receiver within the meaning of the Act, and that any and all requirements of Part XI of the Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or enforcement of this Charge or any other security held by Chargee;
- (c) no action shall lie against the Chargee as receiver and manager or otherwise for any loss or damage arising from non-compliance with any obligations of a receiver pursuant to the provisions of the Act, whether or not the Chargee had reasonable grounds to believe that the Chargor was not insolvent; and
- (d) any and all costs or expenses as may be incurred from time to time by the Chargee in order to effect compliance with or avoid any adverse ramifications of the Act shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs or expenses, including any costs of its personnel in administering any requirements of the Act and to add the same to the indebtedness owing and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

HAZARDOUS SUBSTANCES

The Chargor represents and warrants that the subject property and its existing and prior uses comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation of the property (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

- the property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;
- (b) all hazardous substances used in connection with the business conducted at the property have at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- (c) no hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the property as a result of the conduct of business on the property;
- (d) no notices of any violation of any matters referred to above relating to the property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgements outstanding, no law suits, claims, proceedings, or investigations pending or threatened, relating to the ownership, use, maintenance or operation of the property nor is there any basis for such law suits, claims, proceedings, or investigations being instituted or filed;

- (e) no order, direction, enforcement action or other governmental or regulatory action or notice, nor any action, suit or proceeding relating to any Hazardous Substance or the environment has been issued or is otherwise threatened or pending with respect to the Lands;
- each of the representations and warranties set out herein shall remain true and accurate in all respects until all amounts secured hereunder are paid in full; and
- (g) the Chargee may delay or refuse to make any advance to the Chargor if the Chargee believes that any of the representations and warranties set out herein were not true and accurate when made or at any time thereafter.

The Chargor shall permit the Chargee to conduct, at the Chargor's expense, any and all tests, inspections, appraisals and environmental audits of the Lands so as to determine and ensure compliance with the provisions of this paragraph including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Lands or the businesses and other activities conducted thereon at any time and from time to time.

The Chargor agrees to indemnify and save harmless the Chargee and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, costs and expenses of any every nature and kind whatsoever which at any time or from time to time may be paid or incurred by or asserted against any of them as a direct or indirect result of:

- (a) a breach or any of the representations, warranties or covenants hereinbefore set out;
- (b) the presence of any Hazardous Substance in, on or under the Lands; or
- (c) the discharge, emission, spill or disposal of any Hazardous Substance from the Lands into or upon any land, the atmosphere, any watercourse, body of water or wetland;

and such losses, damages, costs and expenses include, without limitation:

- (a) the costs of defending, counterclaiming or claiming over against one or more third parties in respect of any action or matter; and
- (b) any settlement of any action or proceeding entered into by the Chargee with the consent of the Chargor (which consent shall not be unreasonably withheld);

and the provisions of all representations, warranties, covenants and indemnifications set out herein shall survive the release and discharge of this Charge and any other security held by the Chargee and repayment and satisfaction of the loan secured by this Charge. The provisions of this indemnity shall enure to the benefit of the Chargee and its successors and assigns including, without limitation, any assignees of this Charge.

For the purposes of this Charge, "Hazardous Substance" means any hazardous waster or substance, pollutant, contaminant, waste or other substance, whether solid, liquid or gaseous in form, which when released into the natural environment may immediately or in the future director or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing:

- any such substance as defined or designated under any applicable laws and regulations for the protection of the environment or any living thing;
- (b) asbestos, urea formaldehyde, poly-chlorinated byphenyl (PCB) and materials manufactured with or containing the same; and
- (c) radioactive and toxic substances.

SIGN

The Chargee shall have the irrevocable right to erect a sign at the subject property indicating that it has provided financing. The chargee may also refer to this charge in its advertising at any time after the initial advance.

CONSTRUCTION LIEN

Provided also that upon the registration of any construction lien against title to the charged

property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act 1990, nor shall there be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

ADVANCE OF CHARGE MONEYS

Neither the preparation, execution, nor registration of this Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the moneys secured hereby bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby conveyed shall take effect forthwith upon the execution of these presents by the Chargor. The expenses of the examination of the title and of this Charge and valuation are to be secured hereby in the event of the whole or any balance of the principal sum not being advanced, the same to be charged hereby on the said Charged Property, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the said Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

The Chargee shall have the right to deduct from any advance, interest from the date of advance to the interest adjustment date.

LAST RIGHT OF REFUSAL (INTENTIONALLY DELETED)

NO FINANCING

Except as may now or hereafter be specifically permitted by the Chargee in writing, the Chargor shall not create, assume or purport or attempt to create or assume any grant, mortgage, charge or other security on the Property or on any other assets now or at any time hereafter mortgaged, charged or assigned specifically to or in favour of the Chargee or any part thereof, ranking subordinate to this Charge.

REPORTING REQUIREMENTS

The Chargor and Guarantor agree to provide the Chargee with financial and other supporting information as the Chargee may request from time to time within ten (10) days of the written request therefor. Such information shall include, but not be limited to, financial statements, net worth statements and costs to complete information. The Chargor authorizes any third party to give the Chargee information about the property.

INSURANCE

Loss under the insurance policies set out hereafter shall be made payable to the Chargee, subject to the Standard Mortgage Clause approved by the Insurance Bureau of Canada which shall be attached to and form part of this policy. The Chargor must provide the Chargee and its solicitors with certified copies of each insurance policy and renewal thereof. The Chargor's insurer (who must be satisfactory to the Chargee) is to provide a letter of opinion confirming that the policies are issued and satisfy the coverages as described hereafter.

The Chargor shall comply with the insurance provisions herein. If it shall fail to do so, the Chargee shall have the same remedies as if the Chargor had failed to pay principal or interest herein on the charge amount.

During the term of this Charge the Chargor shall maintain and assign to the Chargee insurance policies covering the following:

Builders Risk Insurance:

Insurance against the perils of fire, extended coverage and malicious damage, subject to a replacement cost endorsement, on the property set out in Box 5 including buildings, chattels, fixtures and improvements for not less than ONE HUNDRED (100%) PERCENT of the replacement value of such property (exclusive of land value), from which the Chargor may deduct and not insure the cost of excavation, foundations and footings and the percentage of architects and engineers fees applicable thereto.

Comprehensive General Liability Insurance:

Comprehensive general liability insurance including but not limited to premises, property and operations, contractual, owners protective, products and completed operations liability subject to a minimum limit of TWO MILLION (\$2,000,000.00) DOLLARS inclusive for bodily injury and property damage applicable to each occurrence.

In the event that a certified copy of all policies of insurance in accordance with the foregoing has not been provided to the Chargee within SEVEN (7) DAYS of either the cancellation of any policy of insurance, or any renewal thereof or the Chargee requesting a copy of a policy of insurance, the Chargee shall be entitled to a service fee of FIVE HUNDRED (\$500.00) DOLLARS plus applicable taxes. If the Chargee places replacement coverage, the Chargee shall be entitled to a ONE HUNDRED AND FIFTY (\$150.00) DOLLAR fee plus applicable taxes for each written inquiry which the Chargee makes to the Chargor to an insurer or an insurance broker pertaining to any such cancellation or renewal or resulting from the Chargor's non performance of the within covenant.

APPOINTMENT OF RECEIVER

Notwithstanding anything herein contained it is declared and agreed that at any time and from time to time when there shall be default under the provisions of these presents the Chargee may at such time and from time and with or without entry into possession of the charged premises or any part thereof by writing under its corporate seal appoint a receiver of the charged premises or any part thereof and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any receiver and appoint another in his stead and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any such receiver or receivers from time to time the following provisions shall apply:

- That the statutory declaration of an officer of the Chargee as to default under the provisions of these presents shall be conclusive evidence thereof;
- That every such receiver shall be the irrevocable agent or attorney of the Chargor for the
 collection of all rents falling due in respect of the charged premises or any part thereof
 whether in respect of any tenancies created in priority to these presents or subsequent
 thereto;
- That every such receiver may, in the discretion of the Chargee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the Chargee;
- That the Chargee may from time to time by such writing fix the remuneration of every such
 receiver who shall be entitled to deduct the same out of the charged premises or the
 proceeds thereof;
- 5. That every such receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- 6. That the appointment of every such receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the receiver in any respect and such appointment or anything which may be done by any such receiver or the removal of any such receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a Chargee in possession in respect of the charged premises or any part thereof;
- 7. That every such receiver shall from time to time have the power to rent any portion of the demised premises which may become vacant for such term and subject to such provisions as he may deem advisable or expedient and in so doing every such receiver shall act as the attorney or agent of the Chargor and shall have authority to execute under seal any

- lease of any such premises in the name of and on behalf of the Chargor and the Chargor undertake to ratify and confirm whatever any such receiver may do in the premises;
- 8. That every such receiver shall have full power to complete any finished construction upon the charged premises and the buildings thereof when so completed shall be complete structure as represented by the Chargor to the Chargee for the purpose of obtaining this mortgage loan;
- That every such receiver shall have full power to manage, operate, amend, repair, alter or extend the charged premises or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the charged premises or any part thereof;
- 10. That no such receiver be liable to the Chargor to account for monies or damages other than cash received by him in respect of the charged premises or any part thereof and out of such cash so received every such receiver shall in the following order pay:
 - (a) his remuneration aforesaid;
 - (b) all payments made or incurred by him in connection with the management, operation, amendment, repair, alteration or extension of the charged premises or any part thereof;
 - (c) in payment of interest, principal and other money which may, from time to time, be or become charged upon the charged premises in priority to these presents, and all taxes, insurance premiums and every other property expenditure made or incurred by him in respect to the charged premises or any part thereof;
 - (d) in payment of interest, principal and other money which may, from time to time be or become charged upon the charged premises under the terms of this Charge.

EXPROPRIATION

In the event that all or any part of the Charged Property shall be condemned, taken or expropriated by any legally constituted power of authority, the Chargee shall be subrogated and entitled to all of the rights of the Chargor to receive compensation, damages and other moneys (which such rights are hereby assigned to the Chargee) in respect of such condemnations, taking or expropriation, provided that the costs, charges and expenses incurred by the Chargee in pursuing any of such rights of the Chargor shall be added to the moneys secured by this Charge or, at the option of the Chargee, deducted and paid out of the amounts of compensations, damages and other moneys received by the Chargee in respect of any such condemnation, taking or expropriations; and the Chargee shall be entitled to notice of, and to take part in all proceedings connected with, any such condemnation, taking or expropriation and the Chargor will not settle or agree upon any amount of compensation, damages or other moneys or waive any of their rights thereto without the prior written consent of the Chargee. Subject to the right of the Chargee to deduct therefrom its costs, charges and expenses incurred as aforesaid, all of the amounts of compensation, damages and other moneys so received by the Chargee shall be at the option of the Chargee, either applied to the prepayment of this Charge in accordance with the provisions hereof or paid to the Chargor to be contemporaneously applied to the restoration or rebuilding of the Charged Property necessitated by such condemnation, taking or expropriation and until so applied shall be held by the Chargee as additional security for the moneys secured hereby.

GUARANTOR CLAUSE

In consideration of the premises and of the Chargee advancing the said money to the Chargor, the Guarantors do hereby absolutely and unconditionally jointly and severally guarantee to the Chargee and its successors and assigns, the due and punctual payment by the Chargor of all principal moneys, interest and other moneys owing on the security of this charge, and the Guarantors for themselves, their heirs, executors and administrators, covenant with the Chargee that if the Chargor shall at any time make default in the punctual payment of any moneys payable hereunder, they will pay all such moneys to the Chargee without any demand being required to be made.

AND it is hereby expressly declared that although as between the Guarantors and the Chargor, the Guarantors are only surety for the payment by the Chargor of the moneys hereby guaranteed, yet as between the Guarantors and the Chargee the Guarantors shall be considered as primarily liable therefor and that no release or releases of any portion or portions of the charged premises, and no indulgence shown by the Chargee in respect of any default by the Chargor or any successor which may arise under this charge, and that no extension or extensions granted by the

Chargee to the Chargor or any successor for payment of the charge moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed or performed by the Chargor or any successor nor any variation in or departure from the provisions of this charge nor any other dealings between the Chargor or any successor and Chargee, including any variation or increase of the interest rate, nor any release of the Chargor or any other thing whatsoever whereby the Guarantors as sureties only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantors in any way under this covenant, which shall continue and be binding on the Guarantors, and as well after as before default and after as before maturity of this charge, until the said charge moneys are fully paid and satisfied. In the event of an increase in the interest rate the liability of the Guarantors would continue to include the increased interest rate for which the Guarantors would be considered as primarily liable therefor. And it is hereby further expressly declared that the Chargee shall not be bound to exhaust its recourse against the Chargor or the charged premises before being entitled to payment from the Guarantors of the amount hereby guaranteed by the Guarantors.

PROVIDED further that any failure on the part of the Chargee to perfect, maintain or enforce its rights whether due to default, negligence or otherwise on the part of the Chargee with respect to this charge, or any other security granted to the Chargee relating to the within charge, shall not prejudice the Chargee with respect to its rights pursuant to this guarantee and shall not discharge or limit or lessen the liability of the Guarantors pursuant to the terms hereof.

ANY payment by the Guarantors of any monies under this said guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantors against the Chargor and the Guarantors shall, to the extent of any such payments made by them, or any one of them, in addition to all other remedies be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by such Guarantor or Guarantors; provided, nevertheless, that the Guarantors shall not be entitled in any event to rank for payment state the charged premises in competition with the Chargee and shall not unless and until the whole of the principal, interest and other monies owing on the security of this charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

AND it is further hereby expressly declared that the release of any of the Guarantors from his or their liability hereunder shall not affect the liability of the remaining Guarantor or Guarantors which shall remain unimpaired and still in full force and effect as if the Guarantor or Guarantors so released had not been party or parties to this Charge.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor or Guarantors shall be equally binding upon his, or their heirs, executors, administrators and assigns, or successors and assigns as the case may be and all covenants and liabilities and obligations shall be joint and several.

THE Chargee may vary any agreement or arrangement with the Guarantor and grant extensions of time to or otherwise deal with him, his executors or administrators, without any consent on the part of the Chargor.

THAT all debts and liabilities present and future of the Chargor to the Guarantors are hereby assigned to the Chargee and postponed to the present and future debts and liabilities of the Charger to the Chargee and any monies received by the Guarantors in respect thereof shall be received in trust for and forthwith paid over to the Chargee, the whole without in any way limiting or lessening the liability of the Guarantors hereunder

NAME(S):	SIGNATURES:	DATE:
Go-To Developments Holdings Inc.	The second second	2021/03/CZ
(Guarantor)	Per: Oscar Furtado, President I have the authority to bind the Corp	•
Oscar Alex Furtado (Guarantor)	A second	2021/03/02
referred to jointly as the "Guarantors".		

SUPERPRIORITY CLAIM

The Chargor and the Guarantor(s) shall provide to the Chargee proof upon demand by the Chargee that all source deductions, GST, PST, HST and other taxes applicable to the business of the Chargor and/or Guarantor(s) are up to date and in good standing. Should any of these accounts be in default, such default shall constitute a default herein and all powers of the Chargee, in the event of default, may be exercised notwithstanding that there is no default in the observance or performance of any of the agreements, term, provisos or conditions contained in the within Charge.

DEMOLITION CLAUSE

PROVIDED further that the Chargor shall have the privilege of demolishing any building upon the lands and upgrading the lands in order to proceed with the servicing of the lands and such demolition and grading shall not constitute an act of waste hereunder.

NOTICE

Any notice, document or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if sent by facsimile or by email addressed in the case of:

Chargor: Go-To Glendale Avenue LP and Go-To Glendale Avenue Inc.

Fax: Email:

Chargee: Reciprocal Opportunities Incorporated

Attn: Darren Neziol

75 Brant Avenue, Brantford, ON N3T 3H2

Fax: 519-759-3580 Email: dneziol@roigroup.ca

Chargee's Solicitor: Waterous Holden Amey Hitchon LLP

Attn: James A. Hitchon

20 Wellington Street, PO Box 1510

Brantford, ON N3T 5V6 Fax: 519-759-8360

Email: jhitchon@waterousholden.com

or if delivered by hand to such addresses. Each of the foregoing shall be entitled to specify a different address by giving written notice as aforesaid to the other. Any such notice, if delivered by hand, email or facsimile, shall be deemed to have been given on the day of delivery if a business day or, if not a business day, on the business day next following the day of delivery.

ADDITIONAL FEES

The following fees or any other fees, charges or costs, provided for herein, if not paid forthwith upon demand for payment being made, shall constitute an Act of Default and shall be added to and become part of the debt hereby secured and shall bear interest at the rate set forth in this Charge.

STATEMENT FEE

The Chargor shall pay for each mortgage statement requested by or on behalf of the Chargor and prepared and provided by the Chargee, a service fee of TWO HUNDRED (\$200.00) DOLLARS plus applicable taxes.

ENFORCE SECURITY FEE

In the event of an Act of Default, the Chargee may issue a Notice of Intention to Enforce Security under Section 244(1) of the Bankruptcy and Insolvency Act, in which event the Chargor shall pay a fee to the Chargee of two thousand, five hundred dollars (\$2,500.00) plus applicable taxes.

MANAGER'S FEE

In the event of default herein, Reciprocal Opportunities Incorporated will be appointed as the Chargee's Manager and will be entitled to a fee of \$150.00 plus GST per hour for its services and such fee will be charged to the Chargor's account, and be added to the amount owing under this Charge.

INSURANCE FEE

In the event that a certified copy of all policies of insurance on the Charged Property have not been delivered to the Chargee within FOURTEEN (14) DAYS of either the cancellation of any policy of insurance, or any renewal thereof, or the Chargee requesting a copy of a policy of insurance, the Chargee shall be entitled to a service fee of FIVE HUNDRED (\$500.00) DOLLARS plus applicable taxes for each written inquiry which the Chargee makes to the Chargor, to an insurer or to an insurance broker pertaining to such cancellation or renewal, or resulting from the Chargor's non-performance of the within covenant. In the event that the Chargee arranges any insurance coverage with respect to the Charge Property, the Chargee in addition to the aforenoted service fee, shall be entitled to an additional service fee of FIVE HUNDRED (\$500.00) DOLLARS plus applicable taxes for arranging any replacement insurance coverage.

DISHONOURED CHEQUES FEE

In the event that any of the Chargor's cheques are not honoured when presented for payment to the bank or trust company on which they are drawn, the Chargor shall pay to the Chargee for each returned cheque a service fee of FIVE HUNDRED DOLLARS (\$500.00) plus applicable taxes, plus all bank charges as a liquidated amount to reimburse the Chargee for its administrative costs with respect to the same. In the event that a cheque has not been honoured by the Chargor's bankers and is not forthwith replaced by the Chargor, the Chargee shall be entitled to a further service fee of FIVE HUNDRED (\$500.00) plus applicable taxes for each written request made as a result of the Chargor not forthwith replacing a dishonoured cheque.

LATE DELIVERY OF CHEQUES

The Chargor shall be subject to a FIVE HUNDRED (\$500.00) DOLLAR fee in the event any interest cheque due hereunder is not received at least SEVEN (7) DAYS prior to its due date or the post-dated cheques are not received by the Chargee as provided for herein.

INSPECTION FEE

In the event that the Chargor requests an inspection of the Charged Property to be made by the Chargee or the Chargee conducts an inspection after an Act of Default by the Chargor, or to preserve the security, then the Chargee shall be entitled to an inspection fee of FIVE HUNDRED (\$500.00) DOLLARS plus applicable taxes for each such inspection.

VALIDITY OF PROVISIONS

If any provision of this Charge is held to any extent invalid or unenforceable, such provision shall be deemed to be severed herefrom and the remainder of this Charge, other than a provision which is held invalid or unenforceable, will be unaffected.

DEVELOPMENT

PROVIDED further that the Chargee shall execute any and all plans and documents required to facilitate the registration of a plan or plans of subdivision of the lands herein and/or to rezone the lands herein and to do everything to facilitate same including the execution of the agreements with the municipality or any municipal authority which may be required for such registration or rezoning.

PROVIDED further the Chargee shall execute and deliver without payment on account of principal or interest such partial discharge or discharges or other assurances as may be required to convey to any governmental authority the lands required for municipal or governmental purposes in order to register the plan or plans of subdivision for which the chargor receives no compensation from such municipality or governmental authority including and without limiting the generality of the foregoing, such public purposes as roads, road widenings, walkways, one foot reserves and parks, provided that pursuant to this provision no more than five percent (5%) of the total area of the lands herein is discharged for parks. In the event compensation is received, the Chargor shall be required to pay the lesser of the amount of the compensation received or a sum calculated pursuant to the partial discharge privileges hereinafter set forth.

PROVIDED further the Chargee shall execute and deliver without payment on account of principal and/or interest any consent required for the creation of easements for utilities or municipal purposes. The Chargor shall have the right to install roads, watermains, sewers and other services in connection with the development of the lands and such acts shall not be deemed to be acts of waste hereunder.

PROVIDED further, the Chargor shall have the privilege of demolishing any building upon the lands and of grading the lands in order to proceed with the servicing aforesaid and such demolition and grading shall not constitute an act of waste hereunder.

PROVIDED further the Chargee shall execute and deliver whatever consent, acknowledgement or document may be required by the Chargor to have the lands transferred into the Land Titles System under the provisions of The Land Titles Act.

PROVIDED further the Chargor shall be responsible for and pay prior to release a review and execution fee to the Chargee in the amount of \$350.00 plus reasonable legal fees and expenses all plus HST.

LRO # 30 Charge By Partnership

Registered as NR581545 on 2021 06 30 at 14:25

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

yyyy mm dd Page 1 of 2

2021 06 30

Properties

PIN 46415 - 0949 LT Interest/Estate Fee Simple

Description PART LOT 8 CON 9 GRANTHAM PARTS 1 & 2, 30R15717; SUBJECT TO AN

EASEMENT IN GROSS OVER PART 2, 30R15717 AS IN NR358008; CITY OF ST.

CATHARINES

Address ST. CATHARINES

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 GO-TO GLENDALE AVENUE INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO GLENDALE AVENUE LP
Address for Service 1267 Cornwall Road, Suite 301

Oakville ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name TRISURA GUARANTEE INSURANCE COMPANY

Address for Service Bay-Adelaide Centre

333 Bay Street Suite 1610, Box Toronto ON M5H 2R2

Provisions

Principal \$4,100,000.00 Currency CDN

Calculation Period

Balance Due Date On Demand

Interest Rate Payments

Interest Adjustment Date

Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 201104

Insurance Amount Full insurable value

Guarantor

Signed By

Christa-Lee Ann Callahan 1000-120 Adelaide St. W. acting for Signed 2021 06 30

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W.

Toronto M5H 3V1

Tel 416-363-2211

LRO # 30 Charge By Partnership

Registered as NR581545 on 2021 06 30 at 14:25

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

yyyy mm dd Page 2 of 2

Submitted By

Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

File Number

Chargee Client File Number : 42875/BM

This is Exhibit "104" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #65

03139-0047 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:42:08

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 144 PL 2383 MARKHAM AS IN R492400

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED RECENTLY: RE-ENTRY FROM 03139-0208 PIN CREATION DATE: 1999/04/23

OWNERS' NAMES

GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	N DATE" OF 1997/06/23 ON THIS PIN		
WAS REPLA	CED WITH THE	"PIN CREATION DATE"	OF 1999/04/23			
** PRINTOUT	INCLUDES ALI	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 1999/04/23 **		
**SUBJECT,	ON FIRST REGI	STRATION UNDER THE 1	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOUL	LD, BUT FOR THE LANI	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LI	ENGTH OF ADVERSE POSS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 1999/04	1/26 **			
RH28787	1963/07/17	BYLAW				С
R463227	1988/03/29	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
REI	MARKS: RENTS					
R492400	1988/12/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	593288 ONTARIO LIMITED	
R492401	1988/12/14	CHARGE		*** COMPLETELY DELETED ***	BLEEMAN, ABRAHAM	
LT1524156	2000/09/08	TRANS POWER SALE		*** COMPLETELY DELETED *** BLEEMAN, ABRAHAM	STANTE, CARMEN STANTE, MARIA	
RE	MARKS: R49240			TED TO ASCEPTAIN DESCRIPTIVE INCONSISTENCIES IF ANY WITH		



REGISTRY
OFFICE #65

03139-0047 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:42:08

* 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/ CHKD
LT1524157	2000/09/08	CHARGE		*** COMPLETELY DELETED *** STANTE, CARMEN STANTE, MARIA	BLEEMAN, ABRAHAM	
YR76928	2001/11/23	CHARGE		*** COMPLETELY DELETED *** STANTE, CARMEN STANTE, MARIA	ROYAL BANK OF CANADA	
YR77012		DISCH OF CHARGE		*** COMPLETELY DELETED *** BLEEMAN, ABRAHAM		
REI	ARKS: RE: LT	1524157				
YR2525836	2016/08/17	TRANSFER		*** COMPLETELY DELETED *** STANTE, CARMEN STANTE, MARIA	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	
REI	ARKS: PLANNI	NG ACT STATEMENTS.				
YR2525845	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
YR2525847	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
REI	ARKS: YR2525	845				
YR2525849	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GARDEN STATE FUNDING & DEV. CORP.	
		NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	
REI	MARKS: YR2525	849				
YR2525853	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	2412984 ONTARIO INC.	
		DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
KEI	1ARKS: YR7692					



LAND REGISTRY OFFICE #65

03139-0047 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:42:08

* 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/ CHKD
YR2569110	2016/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				2412984 ONTARIO INC.		
REi	MARKS: YR2525	853.				
YR2755424	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
				GO-TO MAJOR MACKENZIE SOUTH BLOCK LP		
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CHAN, MAY MEI WAH	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	KWONG, OI LING	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	PRETE, MARY	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	TSANG, ANTHONY	
					DI LORETO, ELIA	
					DI LORETO, SABATINO	
YR2755841	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				ATRIUM MORTGAGE INVESTMENT CORPORATION		
RE	MARKS: YR2525	845.				
VD2755847	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
1112 / 3304 /	2017711707	DIDON OF CHIRCOL		GARDEN STATE FUNDING & DEV. CORP.		
REI	MARKS: YR2525	849.				
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1 750 000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GOH, JOANNA NATASHA	c
182909942	2010/12/13	CHARGE PARTNERSHIP	¥1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	LOH, MELISSA FONG-YEE	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	NG CHIK, YIN FUN	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP		
YR2909943	2010/12/12	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GOH, JOANNA NATASHA	C
182909943	2010/12/13	NO ASSON KENI GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	LOH, MELISSA FONG-YEE	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	NG CHIK, YIN FUN	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	,	
REI	MARKS: YR2909	942.				
YR2911235	2018/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
182911233	2010/12/17	DISCH OF CHARGE		CHAN, MAY MEI WAH		
				KWONG, OI LING		
				PRETE, MARY		
				TSANG, ANTHONY		
				DI LORETO, ELIA		
				DI LORETO, SABATINO		
REI	MARKS: YR2755	425.				



LAND REGISTRY OFFICE #65

03139-0047 (LT)

PAGE 4 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:42:08

* 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/ CHKD
YR3024310	2019/10/24	TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	С
	2020/06/12 EMARKS: YR2755	1	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108190	2020/06/12	POSTPONEMENT		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	CAMERON STEPHENS FINANCIAL CORPORATION	С
RE	MARKS: YR2909	942 TO YR3108189		NO CHECK TEN TON		
YR3108230	2020/06/12	NOTICE		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	c
RE	MARKS: YR2909	942				
YR3244137	2021/04/30	NOTICE		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				



REGISTRY OFFICE #65

03139-0049 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:51:52

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 145 PL 2383 MARKHAM AS IN R467349

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED RECENTLY:
RE-ENTRY FROM 03139-0210

PIN CREATION DATE: 1999/04/23

OWNERS' NAMES

GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVI	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	ON DATE" OF 1997/06/23 ON THIS PIN		
WAS REPLA	ACED WITH THE	"PIN CREATION DATE"	OF 1999/04/23			
** PRINTOU	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/04/23 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	ES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS O.	ANY PERSON WHO WOUL	D, BUT FOR THE LANI	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	ESSION, PRESCRIPTION	ON, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGI:	STRY ACT APPLIES.		
**DATE OF	ONVERSION TO	LAND TITLES: 1999/0	1/26 **			
RH28787	1963/07/17	BYLAW				С
R454937	1987/12/15	CHARGE		*** COMPLETELY DELETED ***		
					CIBC MORTGAGE CORPORATION	
R467349	1988/05/06	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
					FALSETTI, LUIGI	
LT1439926	1999/12/23	CHARGE		*** COMPLETELY DELETED ***		
				FALSETTI, LUIGI	CIBC MORTGAGES INC.	
LT1463708	2000/03/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGE CORPORATION		
RE	MARKS: RE: R4	54937		SEE TOTAL SOMEOMITTON		
YR1056073	2007/09/18	CHARGE		*** COMPLETELY DELETED ***		



REGISTRY OFFICE #65

03139-0049 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:51:52

* 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/ CHKD
				FALSETTI, LUIGI	CIBC MORTGAGES INC.	
YR1056074	2007/09/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
RE	MARKS: RE: L'	1439926				
YR1916216	2012/11/27	CHARGE		*** COMPLETELY DELETED *** FALSETTI, LUIGI	CIBC MORTGAGES INC.	
YR1916217	2012/11/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
RE	MARKS: YR105	073.				
	2016/08/17 EMARKS: PLANN	TRANSFER	\$2,000,000	FALSETTI, LUIGI	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	С
YR2525845	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
YR2525847	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
RE	MARKS: YR252	845				
YR2525849	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GARDEN STATE FUNDING & DEV. CORP.	
YR2525851	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	
RE	MARKS: YR252	849		GARDEN STATE FUNDING & DEV. CORF.	GO-10 PAOON PACABNZIE SOUTH BLOCK IF	
YR2525853	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	2412984 ONTARIO INC.	
YR2543047	2016/09/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		
RE	MARKS: YR191	216.		ollo nontalele ino.		
YR2569110	2016/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2412984 ONTARIO INC.		



REGISTRY
OFFICE #65

03139-0049 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:51:52

* 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/ CHKD
RE	MARKS: YR252	853.				
YR2755424	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO	
		DISCH OF CHARGE		*** COMPLETELY DELETED *** ATRIUM MORTGAGE INVESTMENT CORPORATION		
RE	MARKS: YR2525	845.				
YR2755847	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.		
RE	MARKS: YR252	849.				
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
YR2909943	2018/12/13	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK IP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR290	942.				
YR2911235		DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO		
RE	MARKS: YR275	5425.				
YR3024310	2019/10/24	TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	С



LAND REGISTRY OFFICE #65

03139-0049 (LT)

PAGE 4 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 07:51:52

* 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/ CHKD
1	2020/06/12 MARKS: YR2755		\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108190	2020/06/12	POSTPONEMENT		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	CAMERON STEPHENS FINANCIAL CORPORATION	С
RE	MARKS: YR2909	942 TO YR3108189				
YR3108230	2020/06/12	NOTICE		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				
YR3244137	2021/04/30	NOTICE	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				



REGISTRY OFFICE #65

CAPACITY SHARE

03139-0051 (LT)

PREPARED FOR CCPellerin ON 2021/11/24 AT 08:08:43

PAGE 1 OF 3

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

PROPERTY DESCRIPTION:

PT LT 146 PL 2383 MARKHAM AS IN R371994

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY: FEE SIMPLE LT CONVERSION QUALIFIED RE-ENTRY FROM 03139-0212

PIN CREATION DATE: 1999/04/23

OWNERS' NAMES

GO-TO MAJOR MACKENSTE SOUTH PLOCK INC

GO-TO MAJOR	MACKENZIE SO	UTH BLOCK INC.	_			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATION	ON DATE" OF 1997/06/23 ON THIS PIN		
WAS REPLA	CED WITH THE	"PIN CREATION DATE"	OF 1999/04/23			
** PRINTOUT	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENT	SINCE 1999/04/23 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE .	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TIT.	LES ACT, EXCEPT PAR	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO TH	E CROWN.			
**	THE RIGHTS O.	F ANY PERSON WHO WOU.	LD, BUT FOR THE LAN.	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTIO	70(2) OF THE REGI	STRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 1999/0	4/26 **			
RH28787	1963/07/17	BYLAW				С
R371994	1985/06/28	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
					WATKIN, NAHUM WATKIN, DEBORA	
					WAINTIN, DEBONA	
R652751	1994/12/29	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
YR1206597	2008/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
	MADICA DE S	150751		SCOTIA MORTGAGE CORPORATION		
RE.	MARKS: RE: R6	152/51				
YR2525840	2016/08/17	TRANSFER	\$1,250,000	WATKIN, DEBORA WATKIN, NAHUM	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	С
RE	 MARKS: PLANNI	NG ACT STATEMENTS.		within, which		

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.



REGISTRY

OFFICE #65 03139-0051 (LT)

PAGE 2 OF 3
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:08:43

* 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/ CHKD
YR2525845	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
YR2525847	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION	
RE	MARKS: YR2525	845				
YR2525849	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GARDEN STATE FUNDING & DEV. CORP.	
YR2525851	2016/08/17 MARKS: YR2525	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	
YR2525853		CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	2412984 ONTARIO INC.	
	2016/10/28 MARKS: YR2525	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2412984 ONTARIO INC.		
NE	MAKKS. IKZJZS					
YR2755424	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO	
YR2755841	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** ATRIUM MORTGAGE INVESTMENT CORPORATION		
RE	MARKS: YR2525	845.				
YR2755847	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.		



PAGE 3 OF 3

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:08:43

REGISTRY OFFICE #65

03139-0051 (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	CERT/ CHKD
RE	MARKS: YR2525	849.				
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
YR2909943	2018/12/13	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942.				
YR2911235	2018/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO		
RE	MARKS: YR2755	425.		DI BORETO, SABATINO		
YR3024310	2019/10/24	TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	С
	2020/06/12 MARKS: YR2755	1	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108190	2020/06/12	POSTPONEMENT		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	CAMERON STEPHENS FINANCIAL CORPORATION	С
RE	MARKS: YR2909	942 TO YR3108189				
YR3108230	2020/06/12	NOTICE		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				
YR3244137	2021/04/30	NOTICE	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				

Registered as YR2755424 on 2017 11 06 at 10:47

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

yyyy mm dd Page 1 of 9

Properties

PIN 03139 - 0047 LT Interest/Estate Fee Simple

Description PT LT 144 PL 2383 MARKHAM AS IN R492400; TOWN OF RICHMOND HILL

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0049 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN R467349; TOWN OF RICHMOND HILL

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0051 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN R371994; TOWN OF RICHMOND HILL

Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

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 GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK LP

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name CAMERON STEPHENS FINANCIAL CORPORATION

Address for Service c/o Cameron Stephens Mortgage Capital Ltd.

25 Adelaide Street East, Suite 600

Toronto, ON M5C 3A1

Statements

Schedule: See Schedules

Provisions

Principal \$6,500,000.00 Currency CDN

Calculation Period monthly, not in advance

Balance Due Date ON DEMAND
Interest Rate see Schedule

Payments

Interest Adjustment Date

Payment Date interest only, on the first day of each month

First Payment Date

Last Payment Date

Standard Charge Terms 201125

Insurance Amount full insurable value

Registered as YR2755424 on 2017 11 06 at 10:47

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

yyyy mm dd Page 2 of 9

Provisions

Guarantor

Signed By

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2017 11 03

Toronto Chargor(s)

M5C 2V9

Tel 416-869-1234 416-869-0547 Fax

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2017 11 06

Toronto M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

Fees/Taxes/Payment

\$63.65 Statutory Registration Fee \$63.65

Total Paid

File Number

Chargee Client File Number: 6243-405

ADDITIONAL PROVISIONS

1. Letter of Commitment

Any reference in this Charge to the Commitment, Commitment Letter or Letter of Commitment shall mean the Commitment Letter referable to this transaction dated September 22, 2017 (and any amendments thereto, if applicable).

This Charge shall secure any and all amounts owing by the Charger to the Chargee pursuant to the Letter of Commitment.

All provisions of the Letter of Commitment are hereby incorporated into this Charge.

Any default by the Borrower with regard to any provision of the Letter of Commitment shall constitute a default under this Charge.

2. <u>Due on Demand</u>

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

3. Interest Rate

The mortgage shall bear interest at the greater of: (i) 6.50% per annum, compounded and payable monthly, not in advance, and (ii) Royal Bank of Canada Prime rate of interest plus 3.55% per annum, adjusted daily and compounded and payable monthly, not in advance.

Interest at the aforesaid rate(s) on the amounts advanced from time to time shall be payable on the first day of each and every month.

4. <u>Default</u>

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not, and provided such default is not cured within five (5) days of written notice delivered by the Chargee to the Chargor of such default.
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is

filed or presented against the Chargor;

- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

6. Construction Liens

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

7. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

(a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.

- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- provided that should the servicing and construction on the said lands cease for (c) any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.
- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

Environmental

- (a) The following terms have the following meanings in this Section:
 - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)* as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
 - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human

health.

- (b) The Chargor hereby represents and warrants that:
 - (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
 - the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
 - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
 - (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
 - the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
 - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
 - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
 - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
 - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
 - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law)

promptly upon discovery at its sole expense;

- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
- (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the Indemnified Persons") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
 - (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
 - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:

a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and

b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;

(iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:

a. resulted by, through or under the Chargor;

or

b. occurred with the Chargor's knowledge

and consent; or

c. occurred before or after the date of this Charge, whether with or without the

Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

(e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to

comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

9. <u>Letters of Credit</u>

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

11. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right to prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

12. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargee or in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

13. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

14. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

15. <u>Amendments to Standard Charge Terms</u>

Section 15 and Section 38 of the Standard Charge Terms shall be considered deleted.

16. <u>Cross Collateralization</u>

This Charge is cross collateralized with a charge of even date given by Go-To Major Mackenzie South Block II Inc. and Go-To Major Mackenzie South Block II LP on those parcels designated as PIN NOs. 03139-0048, 03139-0050 and 03139-0052, and any payment made on account of either Charge shall be considered a payment on account of both Charges.

LRO # 65 Notice

Registered as YR3108189 on 2020 06 12 at 10:39

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

yyyy mm dd Page 1 of 4

Properties

PIN 03139 - 0047 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R492400

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0049 LT

Description PT LT 145 PL 2383 MARKHAM AS IN R467349

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0051 LT

Description PT LT 146 PL 2383 MARKHAM AS IN R371994
Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

I, Oscar Furtado, 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 CAMERON STEPHENS FINANCIAL CORPORATION

Address for Service c/o Cameron Stephens Mortgage Capital Ltd.

25 Adelaide Street East, Suite 600

Toronto, ON M5C 3A1

I, Giuliana Mauro, Vice-President, Loan Funding and Administration, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2755424 registered on 2017/11/06 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)YR2755424

Signed By

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2020 06 12

Toronto Applicant(s)

M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2020 06 12

Toronto M5C 2V9

Tel 416-869-1234 Fax 416-869-0547 LRO # 65 Notice

Registered as YR3108189 on 2020 06 12 at 10:39

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

yyyy mm dd Page 2 of 4

Fees/Taxes/Payment

Statutory Registration Fee \$65.05 Total Paid \$65.05

File Number

Party To Client File Number : 6243-405

MORTGAGE AMENDING AGREEMENT

BETWEEN:

GO-TO MAJOR MACKENZIE SOUTH BLOCK INC., IN ITS CAPACITY AS GENERAL PARTNER OF GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC., IN ITS CAPACITY AS GENERAL PARTNER OF GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP

(hereinafter collectively called the "Borrower")

OF THE FIRST PART.

and -

CAMERON STEPHENS FINANCIAL CORPORATION

(hereinafter called the "Lender")

OF THE SECOND PART.

- and -

OSCAR FURTADO, MICHAEL SMITH,
MAJOR MACKENZIE HOLDINGS CORP. AND
CAPITAL BUILD CONSTRUCTION MANAGEMENT CORP.

(hereinafter collectively called the "Guarantor")

OF THE THIRD PART.

WHEREAS the Lender issued a Letter of Commitment to the Borrower dated September 22, 2017 ("Letter of Commitment");

AND WHEREAS the transaction was completed and all security taken pursuant to that Letter of Commitment;

AND WHEREAS by amendment dated February 21, 2020, the Letter of Commitment was amended;

AND WHEREAS the parties wish to enter into this Agreement, in order to reflect the amendments set out in that letter of February 21, 2020;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Charge By Partnership given by Go-To Major MacKenzie South Block II Inc. and Go-To Major MacKenzie South Block II LP to the Lender registered November 6, 2017 as Instrument No. YR2755423 and the Charge By Partnership given by Go-To Major MacKenzie South Block Inc. and Go-To Major MacKenzie South Block LP to the Lender registered November 6, 2017 as Instrument No. YR2755424 are hereby amended by deleting Paragraph No. 3 of the Additional Provisions and substituting with the following Paragraph No. 3:

"3. Interest Rate

The mortgage shall bear interest at the greater rate of: (i) 7.50% per annum, compounded and payable monthly, not in advance, and (ii) Prime plus 3.55% per annum, adjusted daily and compounded and payable monthly, not in advance.

"Prime" means the prime rate of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest at the aforesaid rate(s) on the amounts advanced from time to time shall be payable on the first day of each and every month.

2. All security documentation shall be deemed amended in order to give effect to the provisions herein, and to the provisions of the amendment dated February 21, 2020.

- 3. In all other respects, all aspects of the original Letter of Commitment, as amended and all security documentation are hereby confirmed.
- 4. The Guarantors hereby consent to this amendment.
- 5. This Amending Agreement may be executed in counterpart.
- 6. This Agreement may be executed by facsimile or email, and receipt by any party to this agreement of a facsimile or PDF copy showing execution by one or more parties shall be considered firm and binding upon the parties having so executed

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 1 of 24

Properties

PIN 03139 - 0047 LT Interest/Estate Fee Simple

Description PT LT 144 PL 2383 MARKHAM AS IN R492400; TOWN OF RICHMOND HILL

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

 PIN
 03139 - 0048
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN R467349; TOWN OF RICHMOND HILL

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233; TOWN OF RICHMOND HILL

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN R371994; TOWN OF RICHMOND HILL

Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132; TOWN OF RICHMOND HILL

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

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 GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

I, Patrick Rodrigues, A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK LP

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

I, Patrick Rodrigues, A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 2 of 24

Chargee(s)		Capacity	Share
Name	GOH, JOANNA NATASHA	Tenants In Common	as to an undivided 14% interest
Address for Service	11 Henry Street, Toronto, Ontario, M5T 1W9		
Va <i>m</i> e	LOH, MELISSA FONG-YEE	Tenants In Common	as to an undivided 14% interest
Address for Service	25 Alexandra Wood, Richmond Hill, Ontario, L4B 2L1		
Name	NG CHIK, YIN FUN	Tenants In Common	as to an undivided remaining 72% interest
Address for Service	Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue, Tsim Sha Tsui, Kowloon, Hong Kong		

Schedule: See Schedules

Provisions

Principal \$1,750,000.00 Currency CDN

Calculation Periodinterest only monthlyBalance Due Date2019/12/14Interest Rate14% per annumPayments\$20,416.67Interest Adjustment Date2018 12 14

Payment Date 14th day of each month

 First Payment Date
 2019 01 14

 Last Payment Date
 2019 12 14

 Standard Charge Terms
 200033

Insurance Amount Full insurable value

Guarantor Oscar Furtado, Michael Smith, Major Mackenzie Holdings Corp. and

Capital Building Construction Management Corp.

Additional Provisions

The charge is closed for the first eight months of the term of the charge. After eight months of the term of the charge and provided the chargor is not in default hereunder, the chargor shall have the privilege of prepaying any amount of principal hereby secured at any time or times on thirty days written notice and upon payment of one month's interest.

Signed By

Karen Anne Mathews 1000-120 Adelaide St. W. acting for Signed 2018 12 13

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2018 12 13

Toronto M5H 3V1

M5I

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 3 of 24

Fees/Taxes/Payment

Total Paid \$64.40

SCHEDULE TO THE ATTACHED CHARGE/MORTGAGE

RECITALS

The Lender has agreed to make a loan in favour of the Borrower upon the terms and conditions more particularly contained herein.

Go-To Major Mackenzie South Block LP and Go-To Major Mackenzie South Block II LP Borrower, are the registered owners of the lands and premises described in the electronic Charge to which this schedule is attached.

This Charge is given by the Borrower to the Lender as continuing security for the repayment by the Borrower to the Lender of such loan and the performance by the Borrower of its obligations as more particularly described herein.

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Charge the following definitions will apply:
- "Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and shall also include any interpretation of the Law or any part of the Law by any Person having jurisdiction over it or charged with its administration or interpretation;
- "Applicable Rate" means the interest rate set out in the electronic Charge to which this schedule is attached or, in the alternative, the interest rate set out in the Commitment;
- "Bills" has the meaning ascribed thereto in Section 10.1(a);
- "Borrower" means the party identified as "Chargor" set out in the electronic Charge to which this schedule is attached and its successors and assigns;
- "Business Day" means a day on which the Lender is open for business but specifically excluding Saturdays, Sundays or statutory holidays pursuant to the laws of Canada or the Province of Ontario and "Business Days" means more than one Business Day;
- "Charge" means this charge/mortgage of land and all instruments supplemental hereto or in amendment, renewal, extension, restatement, replacement or confirmation hereof;
- "Charged Premises" means, collectively, the Lands and the Improvements;
- "Commitment" means the letter of commitment between the Borrower and the Lender, as the same has been or may be amended, restated, supplemented, renewed, extended or superseded from time to time;
- "Environmental Approvals" has the meaning ascribed to it in Section 12.1 hereof;
- "Environmental Laws" or "Environmental Law" has the meaning ascribed to them in Section 12.1 hereof;
- "Event of Default" has the meaning ascribed thereto in Section 18.1 hereof;
- "Event of Insolvency" means the occurrence of any one of the following events:
- (a) If the Borrower, or the Guarantor(s), shall, other than as expressly permitted hereby:
 - (i) be wound up, dissolved or liquidated, whether pursuant to the provisions of the laws of the Province of Ontario or the federal laws of Canada applicable therein, or any other law or otherwise, or becomes subject to the provisions of the Winding-Up and Restructuring Act (Canada), or has its existence terminated or has any resolution passed therefor; or
 - (ii) makes a general assignment for the benefit of its creditors or files a proposal or a notice of intention to make a proposal under the Bankruptcy and Insolvency Act (Canada), shall otherwise acknowledge its insolvency or shall be declared or become bankrupt or insolvent; or
 - (iii) proposes a compromise or arrangement or otherwise brings proceedings under or becomes subject to the provisions of the Companies' Creditors Arrangement Act (Canada) or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or any other relief for itself under, or in any way takes the benefit of, the Bankruptcy and Insolvency Act (Canada) or any other present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors; or
 - (iv) be unable, by reason of insolvency or similar circumstances, to pay its trade creditors generally, within one hundred and twenty (120) days of the rendering of trade accounts or admit its inability to pay its debts or perform its obligations as they become due; or
- (b) If a court of competent jurisdiction shall enter an order, judgment or decree against the Borrower in respect of any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of existence, declaration of bankruptcy or insolvency, or similar relief under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors, or the Borrower shall acquiesce in the entry of such order, judgment or decree, unless the Borrower is also proceeding forthwith to diligently and in good faith contest the same and, provided that none of the Charged Premises, the Charge or the Security, the value of the Charged Premises or the operation thereof, are adversely affected and there is no prejudice to the Lender in the Lender's reasonable opinion, and such order, judgement or decree is vacated or permanently stayed within fifteen (15) days of its making; or

- (c) If any trustee in bankruptcy, receiver, receiver and manager, monitor or liquidator or any other officer with similar powers shall be appointed for the Charged Premises or any portion thereof, or for the Borrower or the Guarantor(s), or for all or any substantial part of its assets or its interest in the Charged Premises with the consent or acquiescence of the Borrower; or
- (d) If, other than as expressly permitted hereby, an encumbrancer or the holder of any lien or charge or any other creditor takes possession of the Charged Premises or the Borrower's interest in the Charged Premises, or any part thereof, or if a distress, execution, garnishment or any similar process is levied or enforced upon or against the same;

"Governmental Authority" means any federal, provincial, territorial or municipal government and any executive, judicial, regulatory or administrative functions of, or pertaining to, government (including, without limitation, all boards, commissions, agencies, departments and ministries):

"Guarantor(s)" means any Person from time to time guaranteeing the Indebtedness;

"Hazardous Substance" has the meaning ascribed to it in Section 12.1 hereof;

"Improvements" means the buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements now located on the Lands and all appurtenances pertaining thereto, together with all other buildings, structures, fixtures and improvements hereafter located from time to time in, on or under the Lands and all personal property, equipment and chattels now or hereafter affixed to the Lands or to such buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements owned by the Borrower;

"Indebtedness" means, collectively, the Principal Sum, any debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender of any kind or nature, present or future and arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and in all cases arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith. The term includes, without limitation, all interest, yield maintenance, charges, expenses, fees, including all processing and commitment fees and all legal fees and disbursements (in each case whether or not allowed), and any other sum chargeable to the Borrower under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith;

"Inspections" has the meaning ascribed to it in Section 12.1 hereof;

"Interest Adjustment Date" means the interest adjustment date set by the Lender for the purposes of setting a payment schedule;

"Lands" means the lands and premises described in the electronic Charge to which this schedule is attached, including all tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, and the reversion or reversions, remainder and remainders, rents, issues and profits therefrom, and all the estate, right, title, interest, property claim and demand whatsoever of the Borrower of, in and to the same and of, in and to every part thereof;

"Lease Benefits" means the benefit of all covenants and obligations of tenants, licencees or occupants contained in any of the Leases, including, without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the landlord's rights under any Lease and generally any collateral advantage or benefit to be derived from the Leases or any of them;

"Lease Rights" means, collectively, the Leases, the Rents and the Lease Benefits;

"Leases" means all present and future leases, subleases, licences, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Borrower, or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Charged Premises, including all agreements collateral thereto, but which, for the purpose of this definition does not include the Property Lease, and "Lease" means any one of them;

"Lender" means the party identified as "Chargee" in the electronic Charge to which this schedule is attached, and its successors and assigns:

"Loan" means the loan extended or to be extended by the Lender to the Borrower in the principal amount set out in the electronic Charge to which this schedule is attached and secured by this Charge and other security given to the Lender by the Borrower and the Guarantor(s), if any;

"Major Tenant Leases" means any agreements to lease, offers to lease or leases, subleases or occupancy agreements in respect of premises situate on the Charged Premises and which are determined by the Lender in its discretion to be material to the Charged Premises and the extension and maintenance of the Loan;

"Maturity Date" means, subject to early maturity by reason of the occurrence of an Event of Default and the acceleration of repayment at the option of the Lender, the balance due date set out in the electronic Charge to which this schedule is attached;

"Permitted Encumbrances" means the items more particularly set out in Schedule 'A' hereto together with such other encumbrances, liens and interests affecting the Charged Premises which are acceptable to the Lender in its sole discretion. If no Schedule 'A' is attached hereto, there are no permitted encumbrances;

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated or entity or association of any nature;

"Principal" or "Principal Sum" means the principal amount of the Loan owing from time to time by the Borrower to the Lender;

"Rents" means all rents, issues and profits now due or to become due under or derived from the Leases;

"Security" means, collectively, all other or additional security, other than this Charge, given by the Borrower or others to the

Lender as security for the Loan;

"Taxes" means for each year during the term of this Charge all real property taxes, business taxes, rates, duties, charges, assessments, impositions, taxes, levies and charges for local improvements or otherwise, imposed upon or assessed against the Charged Premises or any part or parts thereof by any Governmental Authority including, without limitation, school boards, and paid or payable by the Borrower or any tenant of the Charged Premises, but shall not include franchise, capital levy or transfer tax or any income, excess profits or revenue tax or any other tax or impost of a personal nature charged or levied upon the Borrower or any tenant of the Charged Premises. If the system of real property taxation or business shall be altered or varied and any new tax shall be levied or imposed on all or any portion of the Charged Premises or the revenues therefrom in substitution for, or in addition to, taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included herein; and

"Term" means the term of this Charge and being a period which expires on the Maturity Date.

ARTICLE 2 - CHARGING PROVISIONS

- 2.1 Now therefore witnesseth that the Borrower, being the registered owner of a freehold estate in fee simple in possession of the Lands, in consideration of the Loan advanced or to be advanced by the Lender to the Borrower or for its benefit, and as security for the repayment of all Indebtedness and the performance of the obligations of the Borrower hereunder, does hereby grant, mortgage, charge and create a security interest in, to and in favour of the Lender all of its estate, right, title and interest in and to the Charged Premises and covenants and agrees to and with the Lender as hereinafter provided.
- 2.2 The last day of any term reserved by any lease or sublease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower, as lessee, and forming part of the Charged Premises is hereby excepted out of the mortgage, charge, assignment and security interest hereby created or granted or any instrument in implementations hereof, and the same shall be deemed to be a charge by way of sublease. As further security for the payment of the Indebtedness, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Charge and to assign and dispose thereof, without cost or expense to the Lender, in such manner as the Lender shall by notice in writing, for such purpose, direct. Upon any sale, assignment, sublease or other disposition of such leasehold interest or any part thereof, the Lender, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser, assignee, sublessee or other acquirer thereof, shall be entitled by deed or writing to appoint such party or parties as a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

ARTICLE 3 - REPAYMENT AND INTEREST

- 3.1 The Borrower covenants to pay to or to the order of the Lender at its offices as set out in Article 23 hereof or at such other address as the Lender may from time to time designate in writing, without set-off, compensation or deduction, and without deduction for bank service or any other charges, the Principal Sum together with all other Indebtedness with interest thereon at the Applicable Rate, as well after as before maturity and both before and after default, demand and judgment. Such interest at the Applicable Rate shall be computed from the date of advance to become due and be paid initially on the Interest Adjustment Date and thereafter to be paid in equal instalments of interest, commencing on the first payment date set out in the Commitment or in the electronic Charge to which this schedule is attached, each such instalment to be in the amount stipulated in the Commitment or in the electronic Charge to which this schedule is attached and the last instalment, in the amount of the then remaining balance of the Principal Sum, other Indebtedness and accrued interest thereon, to be paid on the Maturity Date.
- 3.2 The Borrower acknowledges and agrees that monthly instalments for interest described in Section 3.1 together with all payments for Taxes as set out in Section 10.1 hereof must pass through a single bank account on which the Borrower will have provided post-dated cheques (as required by the Lender) or have pre-authorized the Lender to withdraw the monthly payments under this Charge plus any Taxes payable in respect of the Charged Premises if not otherwise paid by the Borrower. In addition, the Borrower must maintain at all times in such account a minimum balance equal to the sum of the monthly payment of principal, interest and Taxes (as such Taxes become due).
- 3.3 It is hereby agreed that if default should occur in payment of any sum due at the time appointed for payment thereof as herein provided, compound interest at the Applicable Rate shall be payable on the sum in arrears from time to time, as well after as before maturity, and if interest as compounded is not paid within one (1) month from the time of default, a rest shall be made, and compound interest at the Applicable Rate shall be payable on the aggregate then due, as well after as before maturity, both before and after default, demand and judgement and so on from time to time and all such interest and compound interest shall be a charge on the Charged Premises.
- 3.4 All interest in arrears shall be treated (as to payment of interest thereon) as Principal and shall bear compound interest, as well after as before maturity, default and judgement as provided in Section 3.3 hereof.
- 3.5 The Borrower will pay interest, including interest on overdue interest, at the Applicable Rate on any arrears of instalments of interest, and any payment by the Borrower shall be applied by the Lender first on account of interest and then on account of principal.
- 3.6 All payments of principal and interest pursuant to Section 3.1 shall be made to and received by the Lender prior to 3:00 p.m. on the date due, failing which such payment shall be deemed received on the next succeeding Business Day provided that in such case, such extension of time shall be included for the purpose of computation for interest; provided further that in the event any payment is due on a day which is not a Business Day, it shall be payable prior to 3:00 p.m. on the next succeeding Business Day and provided such payment is received by such date and such time, then, save in respect of repayment of the Indebtedness at the Maturity Date where interest shall be charged for extensions to the next succeeding Business Day, interest shall not be charged for such extension.

ARTICLE 4 - CRIMINAL RATE OF INTEREST

4.1 Notwithstanding any other provisions of this Charge, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, (Canada), as the same shall be amended, replaced or re-enacted from time to time) payable to the Lender under this Charge exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Charge lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and the amount of such payment or collection in excess of that lawfully permitted shall be refunded by the Lender to the Borrower.

ARTICLE 5 - INTEREST ACT (CANADA)

- 5.1 For the purposes of this Charge, whenever interest is payable or stated not on the basis of a yearly rate, such rate of interest may be determined by multiplying the Applicable Rate by a fraction the numerator of which is the actual number of days in the calendar year in which the same is to be ascertained and the denominator of which is the number of days in the period for which such rate is determined to be payable.
- 5.2 All calculations of interest or fees under this Charge are to be made on the basis of the stated rates set out herein and not on any basis which gives effect to the principle of deemed re-investment.

ARTICLE 6 - PREPAYMENT

6.1 Subject to prepayment provisions provided for in the Commitment, if any, or early maturity by reason of the acceleration of the repayment of the Indebtedness at the option of the Lender upon the occurrence of an Event of Default, the Borrower shall not be entitled to prepay all or any portion of the Principal under this Charge prior to the Maturity Date.

ARTICLE 7 - NO OBLIGATION TO ADVANCE

- 7.1 The Borrower acknowledges and agrees that the Lender is not bound to make any advance of any of the Principal Sum or any unadvanced portion thereof by reason of the registration of this Charge in any place or registry office or the advance of any part of the said Principal Sum, it being acknowledged by the Borrower that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained herein being true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the Security or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.
- 7.2 In the event this Charge is registered and either no advance whatsoever is made hereunder by the Lender or the Borrower's ability to draw down funds is terminated by the Lender before any funds are advanced, the Lender will, at the expense of the Borrower and upon payment of all monies, costs, fees and disbursements then due to the Lender, promptly upon request by the Borrower execute and deliver to the Borrower, or any agent thereof, registrable discharges of this Charge and of the Security, for use in every registry office where they or notices thereof have been recorded or filed; provided that the Borrower acknowledges that this Section 7.2 shall be of no effect once any advance of the funds is made hereunder by the Lender.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 The Borrower represents and warrants in favour of the Lender, acknowledging that the Lender is relying on such representations and warranties in extending the Loan:
- (a) The Borrower is a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and has all necessary corporate power and authority to enter into this Charge and the Security and to perform or cause to be performed its obligations contained herein and therein, to own and operate the Charged Premises and to carry on it business pertaining thereto as presently carried on;
- (b) There are no provisions in the articles or bylaws of the Borrower or any unanimous shareholders agreement of or with respect to the Borrower or to which the Borrower is a party which restrict, limit or regulate in any way the powers of the Borrower to borrow on credit or to issue, sell or pledge any of the property or assets now or hereafter owned by it to secure its debt obligations, save and except any provisions which have been complied with. No steps or proceedings have been taken or are pending to amend or supersede the articles or bylaws of the Borrower in a manner which would impair or limit the Borrower's ability to perform its obligations hereunder or under the Security;
- (c) The Borrower has taken all necessary corporate action to authorize the execution and delivery of this Charge and the Security, and performance of the provisions of each in accordance with its terms;
- (d) The authorization, creation, execution or delivery of this Charge or the Security or the Borrower's performance of its obligations hereunder or thereunder does not require any approval or consent of any Governmental Authority having jurisdiction nor will any such action be in conflict with or contravene any of the Borrower's articles, bylaws, unanimous shareholders agreement, if any, or resolutions of directors or shareholders, or the provisions of any indenture, instrument, agreement or undertaking to which the Borrower is a party or by which it or its properties or assets are bound, or result in the creation, imposition or cyrstallization of any hypothec, title retention, charge, pledge, lien, encumbrance or security interest of any kind upon any of its property or assets subject to the Charge or security interest created thereby or by the Security other than in accordance with the provisions of this Charge and the Security. This Charge and the Security when executed and delivered will constitute valid and legally binding obligations of the Borrower, enforceable against it in accordance with its terms;
- (e) There is not now pending or, to the best of the Borrower's knowledge or belief after due inquiry, threatened against the Borrower, any litigation, action, suit, investigation or other proceeding by or before any court, tribunal or other competent Governmental Authority which would materially adversely affect the present or prospective ability of the Borrower to perform its obligations under this Charge or the Security, as the case may be, or which calls into question the validity or enforceability of this Charge or the Security;

- (f) No Event of Insolvency has occurred or is threatened or pending;
- (g) The Borrower is the registered owner of and has a good and marketable title in fee simple to the Lands, and, unless otherwise disclosed to the Lender in writing, is the legal and beneficial owner of the Charged Premises, free and clear of all security interests, charges, liens and other encumbrances whatsoever except for the Permitted Encumbrances, which Permitted Encumbrances are in good standing;
- (h) The Borrower has the right to charge the Charged Premises to the Lender;
- (i) The Borrower has not received any notice of or threat of a lien under the Construction Lien Act (Ontario), as amended, against the Charged Premises nor has any lien been registered against the Charged Premises in respect of labour, materials or services furnished with respect to any improvement thereon which has not been discharged;
- (j) Unless expressly stipulated in the Commitment, the Charge is not being given with the intention to use the proceeds thereof to finance any alterations, additions or repairs to, or any construction, erection, demolition or installation on the Charged Premises or any structure thereon;
- (k) Unless expressly stipulated in the Commitment, the Charge is not a building mortgage, within the meaning of the Construction

 Lien Act (Ontario), as amended, and the funds to be advanced by the Lender are not being used to repay a building mortgage;
- There has been no improvement or materials supplied on or in respect of the Charged Premises in respect of which a
 construction lien could arise and which has not been completed or abandoned within the forty-five (45) days immediately
 preceding the date hereof;
- (m) Except as disclosed to the Lender in writing, the existing and proposed uses, the operation of the Charged Premises and the business conducted thereon comply and, to the best of the Borrower's knowledge and belief, have (including all prior uses) at all times complied with all Applicable Laws, including all Environmental Laws, and the Borrower is not in violation of, and does not violate, by virtue of the ownership, use, maintenance or operation of the Charged Premises or the conduct of any business related thereto, any Applicable Laws, including all Environmental Laws;
- (n) The Charged Premises may be charged by the Borrower in compliance with the Planning Act (Ontario), and no severance of any
 adjoining lands owned by the Borrower is required;
- (o) All financial statements and data delivered or presented to the Lender by the Borrower up to and including the date hereof are true and correct in all material respects as at the dates and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender all financial information relevant to the Lender in respect of making the Loan and there is no information, financial or otherwise, which has not been disclosed to the Lender which would be material to the Lender in its decision to advance the Loan, and, without limiting the foregoing, neither the Guarantor(s) nor the Borrower has failed to disclose to the Lender any facts or information material to the making of the Loan;
- (p) No Event of Default, or an event which with the giving of notice, lapse of time or otherwise, would constitute an Event of Default exists;
- (q) Each Permitted Encumbrance is in good standing and all obligations and covenants required to be met or complied with thereunder on the part of the Borrower have been complied with and, in respect to any other party thereto to the best of the Borrower's knowledge and belief, have been met or complied with;
- All Leases entered into as of the date hereof are valid, subsisting and enforceable leases and are in good standing as of the date hereof without right of set-off or abatement;
- (s) The Borrower is not bound by any indenture, agreement, lease or other instrument, nor is it subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction or any of the Applicable Laws, which materially adversely affects its business operations in respect of the Charged Premises or the performance of its obligations under this Charge or the Security;
- (t) The Borrower has complied with all Applicable Laws in respect of any residential unit located on the Charged Premises, including in respect of any conversion, demolition, rentals charged or filings or applications to be made and there are no outstanding orders, decisions or directives made or pending which are or would be adverse to the Borrower or the Charged Premises in respect of any residential unit located on the Charged Premises;
- Each partner of the limited partnership of which the Borrower is the general partner is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (v) With respect to each partner of the limited partnership of which the Borrower is a general partner that is a Canadian corporation, either (i) the shares of that corporation do not derive their value, directly or indirectly, primarily from foreign property, all within the meaning of the *Income Tax Act* (Canada) or (ii) the corporation is a corporation described in subsection 206(1.1) of the *Income Tax Act* (Canada), as that provision may be amended from time to time;
- (w) The Borrower shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Lands intended to rank subordinate to this Charge; and
- (x) The Borrower is not and shall not be during the Term (without the prior written consent of the Lender), a farmer within the meaning of the Farm Debt Mediation Act (Canada).
- The representations and warranties set out in this Article 8 shall speak as of the date made, survive the execution and delivery of this Charge and the making of any advance hereunder and continue to be true and accurate during the Term of this Charge, notwithstanding any investigations or examinations which may be made by the Lender or the Lender's solicitors and the Lender shall be deemed to have relied on such representations and warranties in making advances under the Loan.

8.3 The Borrower shall indemnify and save harmless the Lender from and against all losses, damages, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from any omission, inaccuracy or misrepresentation of the Borrower herein relating to or concerning the Charged Premises and with respect to all losses, charges, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from or arising in connection with environmental matters relating to, arising from, in connection with or concerning the Charged Premises, whether referred to or contemplated herein or hereby.

ARTICLE 9 - COVENANTS

- 9.1 The Borrower covenants with the Lender that upon the occurrence of an Event of Default, the Lender shall have quiet possession of the Charged Premises, free from any encumbrances, save and except for the Permitted Encumbrances.
- 9.2 The Borrower shall not without the prior written consent of the Lender, which may be withheld in the sole discretion of the Lender permit or suffer to exist any charges, liens, security interests or other encumbrances against the Charged Premises, save and except for the Permitted Encumbrances; and the Borrower shall maintain the Permitted Encumbrances in good standing and provide notice to the Lender forthwith of any default under any of the Permitted Encumbrances.
- The Borrower shall not initiate, permit or suffer to exist any Event of Insolvency, in respect of itself or, to the extent that the Loan, this Charge or the Security is affected by the occurrence of any such event, of any related person or corporation, including without limitation, any parent corporation of the Borrower. The Borrower covenants and agrees (i) to provide two Business Days' notice prior to the occurrence of an Event of Insolvency (an 'Insolvency Notice'), and agrees that the receipt of an Insolvency Notice by the Lender shall constitute an immediate Event of Default if the Borrower or any Guarantor(s) is an applicant or takes the benefit of such statute or proceeding or if any of these proceedings otherwise affect the rights or entitlements of the Lender under the Loan, this Charge or the Security or the Lender's ability to enforce this Charge or the Security, and (ii) prior to the commencement of any such proceedings, to deliver to the Lender copies of all relevant filing materials, including, without limitation, copies of draft court orders, plans of compromise, proposals and notices of intention, it being intended by the Borrower that the Lender be entitled during the period after receipt of an Insolvency Notice to enforce this Charge and the Security for the purpose of, among other things, taking possession and control of the Charged Premises, in the Lender's sole discretion.
- 9.4 The Borrower shall not, without the prior written consent of the Lender, initiate, join in or consent to any change to or modification in any private restrictive covenant, municipal or other governmental law, rule or regulation, by-law, or any other public or private restrictions, limiting or defining the uses which may be made of the Charged Premises, or any part thereof and which could adversely affect the Charge, the Security, the day- to-day operations of the Charged Premises, the income derived therefrom or the value of the Charged Premises.
- 9.5 The Borrower shall comply in all respects with all covenants, deed restrictions, easements and Applicable Laws which pertain to the ownership, use or operation of the Charged Premises or the performance by the Borrower of its obligations under this Charge and shall ensure that all representations and warranties contained herein continue to be true and accurate at all times during the Term.
- 9.6 The Borrower shall permit the Lender, or cause to be made available to the Lender, access to all records, both written and electronic, pertaining to the Charged Premises and upon request shall make copies of such information for the Lender. For such purposes, the Lender shall have reasonable access to the Charged Premises or such other place as such records are kept upon reasonable prior written notice to the Borrower.
- 9.7 The Borrower shall fulfil on a timely basis any undertaking provided by it to the Lender at the time of the advance of the Loan.
- 9.8 The Borrower covenants to ensure that this Charge will remain a valid and enforceable mortgage of the Charged Premises with first priority subject only to the Permitted Encumbrances and the Borrower will fully and effectively maintain and keep the Security as valid and effective security during the currency hereof.
- 9.9 The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting the Charged Premises if the result thereof might have a material adverse effect on the Charged Premises, the financial condition or operations of the Borrower or any Guarantor(s) or its ability to perform its obligations hereunder and shall, from time to time, furnish to the Lender all reasonable information requested by the Lender concerning the status of such litigation, proceeding or dispute and shall in all such cases diligently and in good faith proceed to defend, settle or otherwise deal with any such litigation, proceeding or dispute in a commercially reasonable manner.
- 9.10 The Borrower shall promptly give notice to the Lender upon becoming aware of and provide particulars in respect of:
 - (a) An Event of Default or any event which with the passage of time or giving of notice would constitute an Event of Default;
 - (b) Any default under a Lease;
 - (c) Details of material renovations to the Charged Premises when the Borrower intends to or reasonably anticipates that it will renovate the Charged Premises;
 - (d) Any default under any Permitted Encumbrance;
 - (e) Any notice of expropriation, action or proceeding materially affecting the Charged Premises or the violation of any Applicable Law which may have a material adverse affect on the Charged Premises; and
 - (f) Any matter which may have a material adverse affect upon the Borrower or the Guarantor(s) or Charged Premises or the operations conducted thereon, or the security constituted by this Charge and the Security.
- 9.11 The Borrower covenants at all times:

- (a) to perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases (except the extent the same have been expressly waived by the other parties to such Leases and except in circumstances where the tenant is in default and the Borrower is acting prudently and in the best interests of the Charged Premises);
- to maintain or cause to be maintained the Lease Rights in good standing and not to do, permit to be done or omit to do anything which may impair the enforceability of the Lease Rights;
- save for the deposits for the first and last month rentals, not to accept Rents more than one (1) month in advance of the dates when Rents fall due;
- (d) not to enter into Leases which are not at arm's length unless the terms thereof are at least equal to current market terms;
- (e) not to enter into Lease which do not constitute Major Tenant Leases (each of which must be approved by the Lender as hereafter provided) unless such leases are substantially on Lender pre-approved standard lease forms and not to enter into Major Tenant Leases without the Lender's approval as hereafter provided;
- (f) not to or to permit termination, alteration or amendment or waiver of rights or remedies or otherwise take any action with respect to any of the Leases which in the aggregate would create a material reduction in Rents from those payable as of the date hereof, without the prior approval of the Lender;
- (g) not to further assign, mortgage or pledge or permit the assignment, mortgaging or pledging of any Lease or the rents thereunder, save for assignments by tenants of their tenant's interest in Leases, to the extent permitted under such Leases; and
- (h) to ensure in respect of all Leases now or hereafter entered into that (i) the tenant thereunder, at the option of the Lender, subordinates its lease to the security of this Charge and attorns to and becomes a tenant of the Lender or any purchaser from the Lender in the event of the exercise of a sale remedy by the Lender, for the unexpired residue of the term and upon the terms and conditions of said lease, provided the Lender will agree to enter into non- disturbance agreements on commercially reasonable terms with all such tenants; and (ii) at the request of the Lender, provide as further security specific assignments of Leases hereinafter entered into.
- 9.12 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, enter into any agreement or document in respect of the Charged Premises (except for leases in accordance with the terms hereof and the Security) which is material to the ownership, value, operation, or use of the Charged Premises unless the same is in the ordinary course of business.
- 9.13 With respect to any Major Tenant Lease, the Borrower shall not and shall not permit without the prior written consent of the Lender;
 - (a) cancel or modify any Major Tenant Lease, release the obligations of any lessee thereunder, accept a surrender of a Major Tenant Lease, accept any prepayment of Rents thereunder or consent to any sublet or assignment by the lessee under any Major Tenant lease (except where the provisions of such Major Tenant Lease require the landlord to do so); or
 - (b) enter into any Major Tenant Lease unless the terms, form and substance of such Major Lease is satisfactory to the Lender, acting reasonably; or
 - (c) to further assign, mortgage, pledge, hypothecate or otherwise deal with any Major Tenant Lease.
- 9.14 The Borrower shall do or cause to be done all things necessary to keep in full force and effect all rights, franchises, licences and qualifications necessary or incidental to perform or cause to be performed its obligations contained in this Charge and the Security and to carry on its business pertaining thereto as presently carried on.
- 9.15 The Borrower shall from time to time to pay or cause to be paid all amounts related to taxes, wages, workers compensation obligations, government royalties, and any other similar amounts relating to the business conducted on the Charged Premises if non-payment thereof may result in an encumbrance (other than a Permitted Encumbrance) against the Charged Premises or any of the assets secured in favour of the Lender by the Security.
- 9.16 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, cause or permit any change in the status of the Borrower that results in the representations contained in Subparagraph 8.1(u) or Subparagraph 8.1(v) ceasing to be accurate in all material respects.
- 9.17 The Borrower covenants, subject to the rights of reorganization herein contained, to continue as a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and maintain all necessary corporate power and authority to perform or cause to be performed its obligations contained herein and in the Security, to own and operate the Charged Premises and to carry on its business pertaining thereto as presently carried on.
- 9.18 The Borrower covenants that, unless in respect of a reorganization of the Borrower permitted under Paragraph 18.1(h) or with the consent of the Lender as provided therein, no steps or proceedings will be taken to amend or supersede the articles or bylaws of the Borrower and in any event no steps or proceedings, including any reorganization of the Borrower, will be taken in a manner which would impair or limit the Borrower's or its successor's ability to perform its obligations hereunder or under the Security.
- 9.19 The Borrower will not enter into any indenture, agreement, lease or other instrument, nor become subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction, which materially adversely affects the Charged Premises.

ARTICLE 10 - TAXES/LIENS

10.1

- (a) The Borrower shall pay or cause to be paid, all Taxes together with such other amounts, the failure to pay which would give rise to a lien against the Charged Premises, as and when the same shall fall due and payable (collectively, the "Bills").
- (b) With respect to Taxes at the option of the Lender, the Borrower shall pay to the Lender in equal monthly instalments on the first day of each month in each calendar year during the Term, commencing on the first day of the month next following the Interest Adjustment Date, one-twelfth (1/12) of the annual Taxes (or such amount as may be required in order to pay the Taxes as they become due) as reasonably estimated by the Lender, said payments of Taxes shall be paid to the Lender in addition to the instalments of interest due and payable under this Charge, to be deposited upon receipt and held by the Lender in an interest-bearing account for the payment of Taxes, with interest to accrue thereon to the benefit of the Borrower and to be credited in reduction of the amount required to be paid to the Lender for Taxes. The Lender agrees that upon and subject to receipt of monies for Taxes it will remit such monies to the proper municipal offices in payment of Taxes as required from time to time; provided that if any Event of Default shall occur and be continuing, then the Lender, at its sole option, may apply all or any part of any funds held in such account to any amount due hereunder, whether principal, interest or otherwise. The Borrower shall also pay, or cause to be paid, to the Lender before the due date for the payment of Taxes (or next periodic instalment date therefor, as the case may be) any sums in addition to the aforesaid monthly instalments which may be required in order that out of such sums held in trust or escrow by the Lender and such additional sums, the Lender may pay the whole amount of Taxes assessed thereto, on the due date for payment thereof. Notwithstanding the foregoing provisions of this Paragraph 10.1(b), the Borrower acknowledges that the Lender is under no obligation to collect from the Borrower monthly instalments on account of Taxes. In addition, the Borrower acknowledges its obligation to pay all Taxes when due, whether or not the payment of all Taxes are the responsibilities of tenants and whether or not such tenants have remitted the same to the
- (c) The Lender may, after written notice being given to the Borrower, pay all unpaid and due Taxes, and any amounts, the failure to pay which would give rise to a lien and any amounts so paid by the Lender shall become part of the Principal hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender with interest at the Applicable Rate until paid.
- (d) If the Charged Premises or any part thereof are sold or forfeited for nonpayment of Taxes while any sum remains unpaid hereunder, the Lender may acquire the title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Lender may pay, either in its own name or in the name of the Borrower and on the Borrower's behalf, any and all sums necessary to be paid to redeem such land so sold or forfeited, and to revest such lands in the Borrower, and the Borrower hereby nominates and appoints the Lender as agent to pay such monies on the Borrower's behalf and in the Borrower's name, and any monies so expended by the Lender shall become part of the Principal Sum hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender and until so paid shall bear interest at the Applicable Rate or in the alternative, the Lender may purchase the Charged Premises at any tax sale of the same.
- (e) Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest or defend any actions brought to recover, or appeal any judgments recovered against it in respect of any Bills, or other like charges, or any construction or other liens levied or registered against the Charged Premises, by appropriate proceedings diligently conducted in good faith, provided that the Borrower shall have first deposited with the Lender, or otherwise provided to the reasonable satisfaction of the Lender, such security as the Lender acting reasonably may require including, without limitation, security for the payment of such Bills, charges or liens and any costs payable in connection therewith, and further provided that the Lender shall have determined, to its reasonable satisfaction, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall not materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises. Should the Lender at any time thereafter determine, in its reasonable discretion, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises, the Lender may realize upon such security for payment as aforesaid and pay such Bills, charges or liens. Upon termination of such proceedings, the Borrower shall promptly pay or cause to be paid the amount of the Bills, charges or liens and any other costs, fees, interest and penalties as are properly payable upon determination of such proceedings and promptly cause any tax notifications, caveats, liens, certificates of or pertaining litigation or any other form of notice or encumbrance in respect thereof to be promptly discharged from the title to the Charged Premises at the sole expense of the Borrower whereupon all such security deposited or otherwise provided to the Lender and any proceeds from the realization thereof not paid on account of Bills as aforesaid, shall be returned and paid to the Borrower.
- (f) The Borrower agrees to and does hereby indemnify the Lender against all claims, demands, costs, damages and expenses which arise in respect of any default, late payment, omission, act or proceeding by the Borrower, under or in respect of this Section 10.1.
- (g) If the Lender comes into and for as long as it is in possession of the Charged Premises, the Lender, in its sole discretion, shall be entitled to and shall enjoy all the rights of the Borrower set out in Paragraph 10.1(d) hereof, to the exclusion of the Borrower.

ARTICLE 11 - INSURANCE

The Borrower will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Lender, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Lender. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also

insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Lender, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Lender. Evidence of continuation of all such insurance having been effected shall be produced to the Lender at least fifteen (15) days before the expiration thereof, otherwise the Lender may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Borrower and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Lender may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Lender and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Lender therefore shall be payable forthwith by the Borrower with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Lender as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

- 11.2 During any construction on the Charged Property, the Borrower shall maintain:
 - (i) Builders' all-risk coverage for 100% of the construction cost with loss payable to the Lender by way of an Insurance Bureau of Canada ("IBC") approved mortgage clause. The policy must cover flood, earthquake, building by-laws, delayed opening, must allow for partial occupancy of the premises and provide for interim loss payments during reconstruction;
 - (ii) Wrap-Up Liability coverage in an amount not less than \$10,000,000 per occurrence;
 - (iii) Project performance and completion bonds and insurance, including coverage for labour and material bonds;
 - (iv) Professional Liability coverage in an amount not less than \$10,000,000.

ARTICLE 12 - ENVIRONMENTAL

12.1 The following capitalized terms shall have the following respective meanings:

"Environmental Approvals" means all applicable permits, licences, authorizations, consents, directions or approvals required by Governmental Authorities pursuant to the Environmental Laws with respect to the use, occupation, ownership or operation of the Charged Premises;

"Environmental Laws" means all applicable federal, provincial and municipal laws, by-laws, regulations, executory orders, judgments and protocols, relating in whole or in part, to the environment or its protection, and without restricting the generality of the foregoing, includes without limitation, those laws relating to the manufacturing, processing, use, handling, packaging, labelling, sale, storage, recycling, transportation, treatment, destruction, burial or disposal of Hazardous Substances, employee safety, and the emission, discharge, release, deposit, issuance, spraying, dumping, throwing, pouring, spilling, emptying, placing, leaking, seeping, exhausting or abandonment of Hazardous Substances into the atmosphere, air, surface water, ground water, land surface or subsurface strata and, in each such case, as such Environmental Laws may be amended or supplemented from time to time, and "Environmental Law" means any of them;

"Hazardous Substance" means any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in or the object of any Environmental Law, the presence of which in the environment is in contravention of any Environmental Law; and

"Inspections" means all inspections, evaluations or tests conducted by the Lender or any agent or consultant thereof for the purpose of determining the environmental condition of the Charged Premises, as the Lender may deem appropriate, acting reasonably.

- 12.2 The Borrower represents and warrants (which representations and warranties shall continue throughout the Term of the Loan) that:
 - (a) The condition and use of the Charged Premises is and, to the best of the Borrower's knowledge, any prior use of the same was, in compliance in all material respects with all applicable Environmental Laws;
 - (b) The Charged Premises is not subject to any judicial or administrative proceedings alleging violation of any Environmental Laws and there are no outstanding orders or proceedings against the Charged Premises from a Governmental Authority responsible for protecting the environment alleging the violation of any Environmental Laws;
 - (c) To the knowledge of the Borrower, the Charged Premises is not the subject of any investigation by Governmental Authorities having jurisdiction evaluating whether any remedial action is needed to respond to a contravention of any Environmental Laws; and
 - (d) There is no contingent liability of which the Borrower has knowledge or reasonably should have knowledge in connection with the contravention of any Environmental Laws.
- 12.3 The Borrower covenants with the Lender:
 - (a) If not already provided, to provide to the Lender within ninety (90) days of the execution of this Charge, an environmental audit with respect to the Lands, and if an event shall have occurred after the date of this Charge, which the Lender, acting reasonably, believes may have resulted or may result in material adverse change in the environmental condition of the Charged Premises or any part thereof, to provide such further environmental audits as the Lender may require;
 - (b) To provide notice within fifteen (15) days of either having learned of any enactment or promulgation of any Environmental Laws which may result in any material adverse change in the condition, financial or otherwise, of the

Charged Premises;

- (c) To defend, indemnify and hold harmless the Lender, its directors, officers, employees, agents and their respective successors and assigns, against any and all loss, cost, expense, claim, liability or alleged liability arising out of any environmental damage occasioned to the Charged Premises contravention of any Environmental Laws;
- (d) To, at all times and at its own expense, conduct its business and maintain the Charged Premises in compliance with all Environmental Laws and Environmental Approvals including causing all tenants of the Charged Premises to comply with the same;
- (e) If the Borrower:
 - receives notice from any Governmental Authority having jurisdiction that violation of any Environmental Law
 or Environmental Approval has been committed by the Borrower or any tenant with respect to the Charged
 Premises;
 - (ii) receives notice that any remedial order or other proceeding has been filed against the Borrower or any tenant alleging in respect of the Charged Premises violations of any Environmental Law or requiring the Borrower to take any action in connection with the release of a Hazardous Substance into the environment; or
 - (iii) receives any notice from a Governmental Authority having jurisdiction in respect of the Charged Premises that the Borrower or any tenant may be liable or responsible for costs associated with a nuisance or a response to, or clean up of, a release of a Hazardous Substance into the environment or any damages caused thereby;

to provide to the Lender a copy of such notice within ten (10) days of the Borrower's receipt thereof, and thereafter shall keep the Lender informed in a timely manner of any developments in such matters, and shall provide to the Lender such other information in respect thereto as may be reasonably requested by the Lender from time to time and shall proceed to deal with the same diligently and in good faith in order to bring the Charged Premises into compliance to the extent necessary to comply with Environmental Laws;

- (f) Unless in existence on the Charged Premises on the date of this Charge, not to use, discharge, transport or install in or upon the Charged Premises any material or equipment containing PCBs or permit any tenant of the Charged Premises to do so and, to the extent in existence on the Charged Premises as of the date of this Charge, to maintain the same in compliance with all Environmental Laws;
- (g) To maintain, and to require all occupants of the Charged Premises to maintain in good leak-proof condition all above-ground and underground storage tanks and drums on the Charged Premises;
- (h) Not to install asbestos or permit asbestos to be installed in the Charged Premises. With respect to any asbestos present in the Charged Premises on the date of this Charge, the Borrower shall, at its expense, promptly comply with the requirements of Environmental Laws and Governmental Authorities respecting the use, removal and disposal of asbestos; and
- (i) To obtain or cause its solicitors to obtain copies of all relevant environmental studies or assessments of the Charged Premises which the Borrower or its solicitors or agents have commissioned or which are in the possession or control of the Borrower, as of the date of this Charge and, to the extent any such assessments or studies are required by the Lender from time to time, to promptly provide same to the Lender upon request and hereby authorizes and directs its solicitors, agents and consultants to promptly release same to the Lender.
- Having due regard to the rights of any tenant of the Borrower, the Lender and its employees and agents shall have the right, and are hereby granted permission by the Borrower, to enter the Charged Premises from time to time, and to have access to the Borrowers' relevant documents and records, in order to conduct Inspections, to determine compliance with Environmental Laws as the Lender, acting reasonably, may deem appropriate. Inspections shall be:
 - (a) at such times and to such extent as may be reasonable in the circumstances on prior notice to the Borrower if the Lender has reasonable grounds for believing that:
 - there are, contrary to Environmental Laws or Environmental Approvals, Hazardous Substances in or upon the Charged Premises which have not been disclosed to and approved by the Lender and appropriate Government Authorities; or
 - the Borrower is in breach of any environmental representations in this Charge or its covenants in this Article; or
 - (iii) the Borrower is not in compliance with any Environmental Laws or material Environmental Approvals; and
 - (b) at any time without prior notice upon the occurrence of an Event of Default which is continuing.

If the Borrower is found not to be in compliance with the Environmental Laws or Environmental Approvals and such failure to comply becomes an Event of Default that is continuing, the Lender may, at its option (but without any obligation to do so) take such actions as are required, acting reasonably, to bring the Charged Premises into compliance, and the costs thereof shall immediately become due and payable to the Lender by the Borrower and shall be secured by the Security.

- 12.5 The Lender shall not, by virtue of being the chargee under this Charge or the enforcement of its rights contained herein for purposes of the Environmental Laws, be or be deemed to be the owner of, any of the Charged Premises, or to have management, charge, control, occupation or possession of any of the Charged Premises or the businesses of the Borrower, or of any Hazardous Substances located on, upon or within any of the Charged Premises.
- 12.6 The Borrower hereby covenants and agrees to be responsible for, and to indemnify and hold harmless the Lender and each of its

officers, directors, employees, shareholders, all unitholders of any pooled funds under its management and agents and their respective successors and assigns (in this Section, collectively referred to as the "Indemnified Parties") from and against all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees and all costs incurred in the investigation, pursuing of any claim, or in any proceeding with respect to, defense and settlement of any item or matter hereinafter set out) that the Indemnified Parties may incur or suffer, directly or indirectly as a result of or in connection with:

- (a) Any inaccuracy in or breach of the Borrower's representations and warranties relating to the environmental matters contained herein;
- (b) The presence of any Hazardous Substance on, upon or within the Charged Premises, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Charged Premises of any Hazardous Substance, whether or not there is compliance with all applicable Environmental Laws and Environmental Approvals;
- (c) The imposition of any remedial order affecting the Lands, or any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Charged Premises by any person, including the Borrower, the Lender or any person acting on behalf of the Lender; and
- (d) Any diminution in the value or any loss on the disposition of the Charged Premises arising directly or indirectly as a result of the presence on the Lands of any Hazardous Substance, or as a result of the imposition of any remedial order or the breach by any person of any Environmental Law or Environmental Approval.

This indemnity shall survive the satisfaction and release of this Charge and the Security and the payment and satisfaction of all indebtedness hereunder. The benefit of this indemnity may be assigned by the Lender to any successor or assign of the Lender and the Borrower hereby consents to any such assignment.

ARTICLE 13 - ASSIGNMENT OF RENTS AND LEASES

- 13.1 As further security for the payment of all monies owing and the performance of all obligations to be performed hereunder, the Borrower does, as and by way of security, hereby sell, assign, transfer and set over unto to the Lender all of the Borrower's right, title and interest, both at law and equity, in and to the Lease Rights, to hold and receive the same unto the Borrower with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and enforce payments of the same and enforce performance of the obligations of tenants under the Leases, provided, however, that, subject to the terms of this Charge, the Borrower shall have the full right, so long as no Event of Default has occurred and is continuing, to continue to collect Rents, to take or cause to take all actions as it deems necessary with respect to the Lease Rights, acting as a reasonable lessor.
- 13.2 It is expressly acknowledged and agreed by the Borrower that nothing contained in this Charge shall oblige the Lender to assume or perform any obligation of the Borrower to any third party in respect of or arising out of the assigned Lease Rights. The Lender may, however, after the occurrence of an Event of Default and while such Event of Default continues, at its option, assume or perform any such obligation as the Lender considers necessary or desirable to obtain the benefit of the Lease Rights, free of any set-off, reduction or abatement, and any money expended by the Lender in this regard shall form part of or be deemed to form part of the indebtedness secured by this Charge and shall bear interest at the Applicable Rate.

ARTICLE 14 - MANAGEMENT AND REPAIR

- 14.1 The Borrower shall cause the Charged Premises at all times to be professionally maintained, managed and operated and fully and continuously operational during customary business hours, including all uses ancillary or incidental to its operations, at all times, by competent managers and staff of proper background and training, in a first class manner consistent with the management and operation of other properties which are of size, location, use, class, age and type comparable to the Charged Premises, and the Borrower shall obtain the Lender's prior written approval of any manager and any management contract with any manager which may be entered into by the Borrower for the management of the Charged Premises. In addition to any other rights hereunder of the Lender, the Lender shall have the right, acting reasonably, to replace the manager at the expense of the Borrower in the event the management standards are not maintained as required hereunder and the situation is not remedied within thirty (30) days after written notice from the Lender. The Lender acknowledges and approves, as of the date hereof, of the Borrower or a company controlled by the Borrower acting as manager of the Charged Premises provided that the Charged Premises are managed and maintained in accordance with the provisions hereof.
- The Borrower shall promptly repair, maintain, restore, replace, rebuild, keep, make good, finish, add to and put in order, or cause to be so done, the Charged Premises, so that the same shall, at all times, be in good condition and repair and to pay or cause to be paid when due all claims for labour performed and materials furnished therefor. The Borrower shall not commit or suffer any waste of the Charged Premises nor take any action that might invalidate or give cause for cancellation of any insurance maintained in respect of the Charged Premises. No building or other property now or hereafter charged by this Charge shall be removed, or demolished or nor shall the structure of any building be materially altered, redeveloped, retrofitted or renovated, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien or charge of this Charge, such fixed equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, and if necessary for the operation of the Charged Premises such equipment shall be replaced with other equipment of a quality comparable to that of the replaced equipment and free from any lien, title retention agreement, conditional sale contract, security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such fixed equipment to the lien or charge of this Charge, or, (b) any net cash proceeds received from such disposition shall, at the option of the Lender, be paid over promptly to the Lender to be applied in a manner determined by Lender in its sole discretion toward the payment of any amounts owing hereunder or secured hereby. The Borrower shall notify the Lender promptly of any material damage to or defects in any of the Improvements, and thereafter forthwith shall make or cause to be made such repairs thereto as are required to correct any such damage or defects and return the Charged Premises to a state of condition and repair equivalent to the state of condition and repair required by the provisions of this Charge.
- 14.3 The Borrower shall comply with, or cause to be complied with, all statutes including without limitation the provisions of the Construction Lien Act (Ontario), ordinances and requirements of any Governmental Authority having jurisdiction with respect to

the Charged Premises; the Borrower shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Charged Premises.

14.4 The Borrower shall permit the Lender or its authorized agents at all reasonable times to enter upon the Charged Premises and inspect same, and if such inspection reveals that any repairs or like actions are necessary, the Lender may give notice to the Borrower requiring the Borrower to repair, rebuild or reinstate the same, or take such other like action within a reasonable time. Any failure by the Borrower to comply with such notice shall constitute an Event of Default hereunder and the Lender may repair, rebuild or reinstate the Charged Premises at the cost of the Borrower and charge all sums of money determined by the Lender to be properly paid therefor and interest thereon at the Applicable Rate until paid.

ARTICLE 15 - INCREASED COSTS

- 15.1 In the event that as a result of any application of or any change in or enactment of any applicable law, regulation, treaty or official directive after the date hereof (whether or not having the force of law), or in the interpretation of application thereof by any court or by any governmental or other authority or entity charged with the administration thereof which now or hereafter:
 - (a) Subjects the Lender to any tax or changes the basis of taxation, or increases any existing tax, on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Charge (except for taxes on the overall net income of the Lender or capital of the Lender imposed by the Government of Canada or any political subdivision thereof or by the jurisdiction in which the principal or lending office of the Lender is located); or
 - (b) Imposes, modifies or deems applicable any special requirements against assets held by, or deposits in or for the account of or any other acquisition of funds by the Lender or imposes on the Lender a requirement to maintain or allocate capital or additional capital in relation to the Loan; or
 - (c) Imposes on the Lender any other condition with respect to this Charge; or
 - (d) Renders any portion of this Charge illegal or unenforceable;

and the result of any of the foregoing is to increase the cost to the Lender, or reduce the amount of principal, interest or other amount received or receivable by the Lender hereunder or its effective return hereunder in respect of making or maintaining the Loan hereunder or to reduce the payments receivable by the Lender in respect of the Loan by an amount which the Lender deems to be material, the Lender shall promptly give written notice thereof to the Borrower setting out in reasonable detail the facts giving rise to and a summary calculation of such increased costs or reduced payments, and the Borrower shall forthwith pay to the Lender upon receipt of such notice that amount which will compensate the Lender for such additional cost or reduction in income (herein referred to as "Additional Compensation"). Upon the Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Borrower. The Borrower shall forthwith pay to the Lender upon receipt of such notice such Additional Compensation calculated on the date of demand. The Lender shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that the Lender has previously been paid any Additional Compensation. The Lender shall endeavour to limit the incidence of any such Additional Compensation, including seeking recovery for the account of the Borrower, by appealing any assessment at the expense of the Borrower upon the Borrower's request.

- All payments made by the Borrower to the Lender will be made free and clear of all present and future taxes, withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by Applicable Law and are made, the Borrower shall, as a separate and independent obligation, pay to the Lender all additional amounts as shall fully indemnify the Lender from any such taxes, withholding or deduction. Provided, however, that the Borrower shall have no obligation to pay any withholding or like tax which may be exigible, incurred or required as a result of the Lender being a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 15.3 If the result of any law, regulation, treaty or official directive or request or any change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) is such that it is or will become (other than as a result of some positive action of the Lender, including any participation or syndication hereof by the Lender) unlawful for the Lender to make, fund or allow to remain outstanding all or part of the Loan, or to carry out all or any of its other obligations under this Charge and/or the Security or receive interest or any fee at the Applicable Rate, then in such case:
 - (a) The Lender may give written notice to the Borrower of such law, regulation, treaty or official directive or request (whether or not having the force of law) or such change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) which such notice shall certify that such law, regulation, treaty, official directive or request is generally applicable to all other borrowers from the Lender with any accommodation similar to that herein provided; and
 - (b) The Borrower shall prepay the Indebtedness on such date and to such extent as the Lender shall certify to be necessary to comply with the relevant law or change described above;

provided, however, that should the Loan become unlawful, the Lender, without prejudice to its rights to require repayment and without any obligation on its part, will consider other means of funding the Loan which would not be unlawful, would allow the Lender to carry out its obligations in respect of the Loan and would enable the Lender to receive interest at the Applicable Rate, provided always, notwithstanding the foregoing, the Lender is not obligated to provide alternate funding.

ARTICLE 16 - OBTAINING AND MAINTAINING SECURITY

Regardless of whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Borrower or otherwise and in addition to any other amounts provided for herein or otherwise permitted by Applicable Law to be secured hereby, except as herein otherwise provided, the following are to be secured hereby and shall be a charge on the Charged Premises, together with the interest thereon at the Applicable Rate, and all such monies shall be repayable to the

Lender, on demand, except as herein otherwise provided:

- (a) All reasonable and properly chargeable solicitor's, inspector's, valuator's, consultant's, architect's, engineer's, surveyor's and appraiser's fees and out-of-pocket expenses:
 - for drawing and registering this Charge and the Security and financing statements in connection therewith, and attending to advances hereunder;
 - (ii) for examining the Charged Premises and the title thereto up the date hereof;
 - for making and maintaining this Charge as a registered charge on the Charged Premises and maintaining the Security (including the registration and filing of renewals);
 - (iv) for the preparation of this Charge, the Security and any related documents and in exercising or enforcing or attempting to enforce or advising the Lender in respect of defaults hereunder or in pursuit of any right, power, remedy or purpose hereunder or subsisting at law;
 - reasonable allowance for the time, work and expenses of the Lender or of any agent of the Lender in connection therewith; and
- (b) All reasonable sums which the Lender may from time to time advance, expend, incur or suffer hereunder:
 - for insurance premiums, Bills, Taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Premises;
 - (ii) in maintaining, repairing, restoring or completing construction of the Charged Premise;
 - in inspecting, leasing, managing or improving the Charged Premises as permitted hereunder, including the price or value of any goods of any sort or description supplied to be used on the Charged Premises as permitted hereunder; and
- (c) Without limiting the generality of any of the foregoing, the then current reasonable fee of the Lender and/or its solicitor for the following matters:
 - executing any cessation or discharge of this Charge, notwithstanding that said cessation or discharge may have been prepared by the Borrower;
 - (ii) entering into an agreement to amend the interest rate or any other provision in the Charge;
 - (iii) handling any dishonored cheque;
 - (iv) preparing an amortization schedule showing the principal and interest components of payments due under this Charge;
 - the cost of completing a Phase I & II Environmental Audit and such other environmental audits as the Lender may require in its discretion;
 - such other administrative matters as the Lender may perform with regards to the Charge or with regards to any collateral security, as permitted by the Commitment;
 - (vii) the fee charged by the Lender's insurance consultant to review the Borrower's policy of insurance for the subject lands including business interruption insurance if required by the Lender; and
 - (viii) the execution and delivery of any consents, postponements, acknowledgments or any other documents that may be required from the Lender, whether from the Borrower and/or any governmental authorities and/or public/private utilities.
- 16.2 If any action or proceeding be commenced (except an action to foreclose this Charge or to collect the money that is secured hereby) in which the Lender becomes a party or participant by reason of being the holder of this Charge or the indebtedness secured hereby, all sums paid by the Lender for the expense of so becoming a party or participating (including all reasonable and properly chargeable legal costs) shall, on written notice, be paid by the Borrower, together with interest thereon at the Applicable Rate from the dates of payment of such sums by the Lender, and shall be a lien and charge on the Charged Premises, prior to any right or title to, interest in, or claim upon the Charged Premises subordinate to the lien and charge of this Charge, and shall be deemed to be secured by this Charge, and that in any action or proceeding to foreclose this Charge, or to recover or collect the indebtedness secured hereby, provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

ARTICLE 17 - CONDEMNATION AWARDS

- 17.1 The Borrower shall notify the Lender promptly upon it being aware of any and all awards or payments ("Condemnation Award(s)") including interest thereon, and the right to receive the same (save for any portion of any such Condemnation Award paid for remedial purposes and which is actually used for such purpose) which may be made with respect to the Charged Premises, or any part thereof, as a result of:
 - (a) Any condemnation, eminent domain, compulsory acquisition, expropriation or like procedures ("Condemnation"), partial or complete, including any sidewalk or lane; or
 - (b) The imposition, and enforcement, of any restriction, regulation or condition to meet any building or development guideline for development or restriction of or by any municipality or other competent authority; or

 Any other material injury to or decrease in the value of the Charged Premises by any lawful regulation or any governmental authority having jurisdiction;

(any matter referred to in (a), (b) or (c) above being hereinafter called an "Incident of Expropriation") to the extent of all amounts which may be secured by this Charge at the date of receipt of any such Condemnation Award by the Borrower. Notwithstanding the occurrence of any Incident of Expropriation, the Borrower shall continue to pay interest at the Applicable Rate on the Principal Sum. The Borrower does hereby change, assign, set over as transfer to the Lender, as security for the repayment of all Indebtedness.

- 17.2 Any Condemnation Award received by the Lender shall be held by the Lender as part of the security for the Loan subject to application as provided in this Article 17. Pending such application, such amounts received shall be held and invested by the Lender, acting reasonably. If at any time an Event of Default has occurred and is continuing, the Lender may, at its option, apply such amounts in reduction of the amounts owing hereunder.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in the event that any Incident of Expropriation shall occur which, in the reasonable opinion of the Lender, would materially and adversely affect the security of the Charge or any other Security after the application of any Condemnation Award pursuant to Section 17.1 hereof, the Lender may, at its option, declare such incident of Expropriation to be an Event of Default and be entitled to exercise any and all rights and remedies available to it hereunder at law or in equity.

ARTICLE 18 - EVENTS OF DEFAULT

- 18.1 The whole of the Principal Sum together with interest thereon at the Applicable Rate, interest on overdue interest and any amounts payable pursuant to Article 6, and all other amounts secured hereby shall, at the option of the Lender, subject to Section 18.2 hereof, become due and payable and all powers conferred on the Lender herein and hereby shall become exercisable, in like manner to all intents and purposes as if the time herein mentioned for payment of such Principal monies had fully come and expired, if specifically provided for in this Charge, or if any of the following events shall occur (the occurrence of any such event together with the expiry of the applicable cure period, if any, and any other occurrence specifically provided for herein as an Event of Default being collectively referred to as an "Event of Default"):
 - Upon default in payment of any regularly schedule instalment of interest beyond the date such payment is due and payable; or
 - (b) Upon default in payment of the Indebtedness due and owing on the Maturity Date; or
 - (c) Upon default in payment of any Indebtedness (other than an instalment of interest and upon maturity) due hereunder within five (5) Business Days after written notice thereof is provided by the Lender; or
 - (d) Save as otherwise provided for in subparagraphs (a), (b) and (c) hereof or otherwise specifically provided herein, upon any default in the performance of any covenant or obligation of the Borrower hereunder within fifteen (15) days after written notice thereof is provided by the Lender, provided that if such default is curable and the nature of such default is such that the exercise of reasonable diligence of more than fifteen (15) days is required to cure such default, and if such default in the Lender's reasonable discretion does not jeopardize or adversely effect the security interest of the Lender hereunder or adversely affect the Borrower or its ability to perform its obligations hereunder or under the Security or adversely affect the Charged Premises, the Lender will not, for a further sixty (60) days so long as no other Event of Default has occurred, enforce its remedies in respect of such default while and so long as during such time the Borrower is actively continuing to diligently and in good faith cure such default; or
 - (e) If at any time during the Term there is a breach of any representation or warranty contained herein or at any time during the Term if any representation or warranty contained herein is no longer true or accurate or becomes untrue or inaccurate for any reason and provided the same can be rectified, and the same is not rectified within thirty (30) days after written notice thereof is provided by the Lender; or
 - (f) Upon the assignment by the Borrower to any other party of the whole or a part of the rents, income or profits arising from the Charged Premises, without the written consent of the Lender; or
 - (g) The occurrence of an Event of Insolvency; or
 - (h) If without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) the Borrower transfers, sells, conveys, or otherwise disposes of all or any part of the Charged Premises, or any interest therein (other than by way of Leases), whether legal or beneficial or enters into any transaction or series of transactions where all or any part of the Charged Premises becomes the property of another person, whether through reorganization, amalgamation, merger, consolidation or otherwise, or if there is any change in the legal or beneficial interest, in whole or in part, of the Charged Premises; or
 - (i) If, without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) there is any change in the Borrower's corporate control or change in the Borrower's effective control existing as of the date of this Charge; or
 - (ii) the Borrower creates, permits or suffers to exist any mortgage, pledge, charge, loan, assignment, hypothecation, security interest or other encumbrance attaching the Charged Premises other than this Charge, the Security and the Permitted Encumbrances; or
 - (j) Upon default by or non-compliance of the Borrower or any Guarantor(s), or any others bound by or acknowledging to be bound by the terms of this Charge, with respect to any of the provisions of the Security or the Permitted Encumbrances; or

- (k) If the Charged Premises are abandoned; or
- Failure by the Borrower to fulfil, complete or comply with any undertakings delivered by the Borrower to Lender in connection with the Loan in accordance with the terms of such undertakings; or
- (m) Upon any breach, default, non-observance occurring or being alleged, charged or claimed against the Borrower as lessor under any lease or as sublessor under any sublease of the Charged Premises and the Borrower is not diligently proceeding to rectify any such breach, default, non-observance or non-performance or defend any allegations, charges or claims of the same; or
- (n) If this Charge, or any of the Security, shall fail to constitute a legal, valid, binding and enforceable first charge, first assignment or first security interest, each enforceable in accordance with its terms, subject only to Permitted Encumbrances; or
- (o) If in the reasonable opinion of the Lender there occurs an event which has a material adverse effect on the financial condition or operation of the Borrower, the Charged Premises, this Charge, the Security or the ability of the Borrower to pay the Indebtedness or to perform its obligations hereunder or under the Security and which cannot be rectified by the Borrower within a reasonable period of time.
- Save as otherwise specifically provided, an Event of Default hereunder or under any Security shall not have occurred or be deemed to have occurred until the expiration of any applicable notice period, if any, called for in this Charge or in such Security within which the Borrower may remedy such default. In any event, if in the opinion of the Lender, an event has occurred which with the passing of time, the giving of notice or otherwise would constitute an Event of Default and as a result of which the Charged Premises or the property assets and undertaking subject to the Security is materially at risk, the Lender may take such action or exercise such remedies as may be appropriate without notice to the Borrower or the expiry of any cure period.

ARTICLE 19 - REMEDIES

- 19.1 If an Event of Default has occurred hereunder and is continuing (or if the Lender exercises its rights pursuant to Section 18.2 hereof before the occurrence of an Event of Default), then at any time thereafter, but subject always to the waiver thereof by the Lender, the Lender may:
 - (a) Declare the Indebtedness to be immediately due and payable and proceed to exercise any and all rights hereunder or under the Security or any other rights available to it under any other document or instrument or at law or in equity including without limitation, the drawdown of any letter of credit held by the Lender;
 - (b) Commence legal action to enforce payment of the Indebtedness or performance of the obligations by the Borrower to the Lender;
 - (c) At the expense of the Borrower, when and to such extent as the Lender deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein or in the Security, and the reasonable cost thereof with interest thereon at the Applicable Rate until paid, shall immediately become due from the Borrower to the Lender after demand by the Lender upon the Borrower therefor;
 - (d) Pay or discharge any mortgage, encumbrance, lien, adverse claim or charge that may exist or be threatened against the Charged Premises; in any such case, the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - (e) Send or employ any inspector or agent to inspect and report upon the value, state and condition of the Charged Premises and may employ a lawyer to examine and report upon the title to the same;
 - (f) Immediately take possession of all of the Charged Premises or any part or parts thereof by action or otherwise, with power, among other things, to exclude the Borrower, to enforce the Borrower's rights, to preserve and maintain the Charged Premises, to repair, alter or extend the Charged Premises, to lease the Charged Premises, to complete construction and development of the Charged Premises, to operate and manage the Charged Premises and to collect or receive rents, income and profits of all kinds (including taking proceedings in the name of the Borrower for that purpose) and pay therefrom all reasonable expenses and charges of maintaining, preserving, protecting and operating the Charged Premises (payment of which may be necessary to preserve or protect the Charged Premises), and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof, and all sums advanced or expended shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - On default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice, sell and dispose in the Charged Premises with or without entering into possession of the same and with notice to such persons and in such manner and form and within such terms as provided under Part III of the Mortgages Act (Ontario), as amended; and all remedies available may be resorted to and all rights, powers and privileges granted or conferred upon the Lender under and by virtue of any statute or by this Charge may be exercised and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made in the Charged Premises; and the Lender may sell, transfer and convey any part of the Charged Premises on such terms, including on credit for all or part of the consideration, (provided the Borrower shall not be accountable for any default in respect of the credit), secured by contract or agreement for sale, or charge, or otherwise, as shall appear to the Lender most advantageous and for such prices as can reasonably be obtained therefor in the circumstances; and in the event of sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer, charge, or otherwise, the Lender is not to be accountable for or charged with any monies until the same shall be actually received in cash or received by a take-back charge; and sales may be made from time to time of parts of the Charged Premises to satisfy interest and leaving the Principal or part thereof to run with interest at the Applicable Rate; and the Lender may make any stipulations as to title or evidences or commencement of title or otherwise as the Lender shall deem proper and may

buy or rescind or vary any contract for sale; and on any sale or resale, the Lender shall not be answerable for loss occasioned thereby; and for any of such purposes the Lender may make and execute all arrangements and assurances that the Lender shall deem advisable or necessary;

- (h) With respect to the Leases:
 - (i) to demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Borrower, any proceeding which may be, in the opinion of the Lender or its counsel, expedient for the purpose of collecting the Rents or for securing the payment thereof or for enforcing any of the Borrower's rights under the Leases;
 - to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent and any settlement arrived at shall be binding upon the Borrower;
 - (iii) to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents; (iv) to receive, enjoy or otherwise avail itself of the Lease Rights; and
 - on behalf of the Borrower to alter, modify, amend or change the terms of Leases; to terminate Leases, to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases;
- (i) With or without taking possession of all or any part of the Charged Premises, sell, lease or otherwise dispose of the whole or any part of the Charged Premises, as agent for the Borrower and not the Lender, and in exercising the foregoing power, the Lender may, in its absolute discretion:
 - sell, lease or otherwise dispose of the whole or any part of the Charged Premises by public auction, public tender with notice, or by private contract (in the name of or on behalf of the Borrower) or otherwise, with such notice, advertisement or other formality as is required by law;
 - (ii) make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Charged Premises by, from, through or under the Borrower making any claim against the purchaser of the Charged Premises;
 - (iii) grant, rescind, vary or complete any contract for sale, lease or options to purchase or lease, or rights of first refusal to purchase or lease the whole or any part of the Charged Premises, for cash or for credit, with or without security being given therefor, and on terms as shall appear to be most advantageous to the Lender (including a term that a commission be payable to the Lender or a related corporation in respect thereof) and if a sale is on credit, the Lender shall not be accountable for any moneys until actually received;
 - (iv) make any stipulation as to title or conveyance or commencement of title;
 - re-sell or re-lease the Charged Premises or any part thereof without being answerable for any loss occasioned thereby; and
 - (vi) make any arrangements or compromises which the Lender shall think expedient in the interest of the Lender and to assent to any modification of this Charge, and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Lender on such terms as the Lender considers expedient, either with or without payment of money for equality or exchange or otherwise;
- Take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
- (k) To borrow or raise money on the security of the Charged Premises or any part thereof in priority to this Charge or otherwise, for the purpose of the maintenance, preservation or protection of the Charged Premises or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Charged Premises;
- (1) Take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a manager and a receiver and manager, and hereafter, the "Receiver") of all or any part of the Charged Premises;
- (m) By instrument in writing appoint, with or without taking possession, any person to be a Receiver of the Charged Premises or of any part thereof and may remove any Receiver so appointed and appoint another in his stead, with all fees and costs related thereto being the Borrower's obligations; and the following shall apply in respect of any such Receiver so appointed;
 - the Lender may from time to time fix the remuneration of the Receiver who shall be entitled to deduct that same out of the revenue from the Charged Premises or the proceeds thereof;
 - (ii) the Receiver shall, to the fullest extent permitted by law, be deemed the agent or attorney of the Borrower for all purposes and the Lender shall not be in any way responsible for any actions other than as caused by gross negligence, willful misconduct or fraud, of any Receiver, and the Borrower hereby agrees to indemnify and save harmless the Lender from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Lender may hereafter suffer, incur or be required to pay as a result, in whole of in part, of any action taken by the Receiver or any failure of the Receiver to do any act or thing other than as are caused by gross negligence, willful misconduct or fraud;
 - (iii) the appointment of the Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the

- removal of the Receiver or the termination of any such Receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Lands or any part thereof;
- (iv) the Receiver may exercise or pursue any other remedy or proceeding which the Lender is entitled as the holder
 of the Charge authorized or permitted hereby or by law or in equity in order to enforce the security constituted
 by this Charge;
- (v) and for the purposes above, the Borrower hereby irrevocably empowers the Receiver so appointed as its attorney to execute deeds, transfers, leases, contracts, agreements or other documents on its behalf and in its place (and the same shall bind the Borrower and have the same effect as if such deeds were executed by the Borrower) and to affix the Borrower's seal, if necessary, or a duplicate thereof to any of the same. On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds as part of the Secured Property; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt; and
- (vi) save as to claims for accounting under paragraph (o) below, the Borrower hereby releases and discharges the Lender and the Receiver from every claim of every nature, whether resulting in damages or not, which may arise or be caused to the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the Receiver under the provisions of this paragraph unless such claim be the direct result of dishonesty or gross neglect;
- (n) The Lender may at any time and from time to time terminate any receivership by notice in writing to the Borrower and to the Receiver:
- (o) The Receiver shall account for all monies received in respect of the Charged Premises or any part thereof, and shall pay, out of such monies received, subject to the further direction of the Lender in its discretion, the following in the order specified:
 - (i) the Receiver's remuneration;
 - (ii) all payments reasonably made or incurred by the Receiver in connection with its receivership;
 - (iii) all payments of interest, Principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Charge, and all Bills, Taxes, insurance premiums and every other proper expenditure reasonably made or incurred by the Receiver in respect to the Charged Premises or any part thereof; and
 - (iv) all payments to the Lender of all interest due or falling due hereunder and the balance to be applied upon Principal due and payable and secured hereby;

and thereafter any surplus remaining in the hands of the Receiver after payments made as aforesaid shall be accountable to the Borrower or other persons entitled thereto; and

(p) On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds thereof as security for the Indebtedness; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt.

ARTICLE 20 - DEFAULT UNDER SECURITY, PARAMOUNTCY DISCHARGE AND RENEWAL

- 20.1 Payments of principal and interest made under and pursuant to the terms of the Security shall constitute payment hereunder and vice versa and default in the payment of principal and interest under the Security shall constitute default hereunder and vice versa. Default in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained in the Security shall entitle the Lender to exercise all or any of the rights or remedies provided herein and the occurrence of and Event of Default hereunder or in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained herein shall entitle the Lender to exercise all or any of the rights or remedies provided in the Security. The occurrence of an Event of Default hereunder shall constitute an Event of Default under the Security and vice versa.
- 20.2 The cancellation of or any other dealing with any Security (other than foreclosure thereof) shall not release or affect this Charge, and the taking of this Charge, or the cancellation of or any other dealing with, or proceeding under (other than foreclosure hereunder), this Charge, shall not release or affect any Security:
 - (a) The Lender may at any time and from time to time release any part or parts of the Charged Premises or any other Security or any surety for payment of all or any part of the monies hereby secured or may release the Borrower or any other person from any covenant or other liability to pay the Principal Sum and interest and all other monies secured hereby, or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender, and without thereby releasing any other part of the Charged Premises, or any other Security or covenants herein contained, it being especially agreed that notwithstanding any such release, the Charged Premises, the Security and the covenants remaining unreleased shall stand charged with the whole of the monies hereby secured;

- (b) In the event that the monies advanced hereunder are applied to payment of any charge or encumbrance, the Lender shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party or parties so paid whether such charge or encumbrance has or has not been discharged; and the decision of the Lender as to the validity or amount of any advance or disbursement made under this Charge or of any claims so paid, shall be final and binding on the Borrower; and
- (c) The Lender shall not be charged with any monies receivable or collectible out of the Charged Premises or otherwise, except those actually received by or on behalf of the Lender and all revenue of the Charged Premises received or collected by the Lender from any source other than payment by the Borrower may, at the option of the Lender, be retained in a separate account to be used in, maintaining, insuring or improving the Charged Premises to the extent required for such purpose, in the opinion of the Lender, acting reasonably, or in payment of Taxes or other liens, charges or encumbrances against the Charged Premises, or applied in reduction of the amounts owing hereunder.
- 20.3 Subject to Section 6.1 hereof, upon payment of all amounts secured by this Charge, the Borrower shall be entitled to receive and the Lender shall provide a discharge of this Charge and the Security within a reasonable period of time after the request therefor. The Lender shall have a reasonable time after such payment within which to prepare and execute such discharge and all reasonable legal and other expenses for the preparation, execution and registration of such discharge and/or documents, as the case may be, shall be borne by the Borrower.
- 20.4 All payments made pursuant to Section 20.3 shall be made to and received by the Lender prior to 1:00 p.m. on the date due or the next succeeding Business Day in the event the date due is not a Business Day; provided such extension of time shall be included for the purposes of computation of interest.

ARTICLE 21 - NO MERGER OR WAIVER OF LENDER'S RIGHTS

- 21.1 It is further understood and agreed that this Charge and the Security shall stand as a continuing security for repayment of the Loan, including, all advances made thereunder together with all interest, damages, costs, charges and expenses which may become due and payable to the Lender in respect of or in connection with the Loan or any portion thereof, notwithstanding any fluctuation or change in the amount, nature or form of the Loan or in the obligations now or hereafter representing the Loan or any portion thereof or in the names of the obligors or any of them.
- 21.2 The rights of the Lender arising under this Charge shall be separate, distinct and cumulative and, except as expressly provided herein, none of them shall be in exclusion of the other and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 21.3 The giving and taking of this Charge shall in no way merge, waive, prejudice, suspend or affect any of the rights or remedies of the Lender under any Security which may be given or which may have been or may hereafter be given in respect of the Principal Sum hereof, interest and other monies secured by this Charge, or any part thereof, or under the Security and all rights and remedies which the Lender now has or may hereafter have against any one or more persons, are hereby preserved.
- 21.4 The taking of a judgment or judgments under any of the covenants or obligations herein or under any Security shall not operate as a merger of the covenants of the Borrower or affect the Lender's right to interest at the Applicable Rate on any monies due or owing to the Lender during the continuance of this Charge, under any of the covenants herein contained or on any judgment to be recovered thereon.
- 21.5 The covenant of the Borrower to pay interest shall not merge in any judgment in respect of any covenant or obligation of the Borrower under this Charge or any Security and such judgment shall bear interest at the Applicable Rate until such judgment and all interest thereon have been paid in full.
- 21.6 Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the rights resulting therefrom.
- 21.7 No extension of time given by the Lender to the Borrower or anyone claiming under the Borrower, shall in any way affect or prejudice the rights of the Lender against the Borrower or any person liable for payment of the monies hereby secured.

ARTICLE 22 - FINANCIAL DATA

- 22.1 The Borrower shall provide or cause to be provided promptly to the Lender full and complete information about the financial condition and operations of the Charged Premises, including a comprehensive rent roll of all space in the Charged Premises, about the financial condition of the Borrower and any Guarantor(s) and such other information which the Lender may reasonably require from time to time, and the Lender shall have the right to examine the books and records of the Borrower relating to the Charged Premises at reasonable times and upon reasonable prior notice.
- Without limiting the foregoing, the Borrower covenants and agrees to provide or cause to be provided to the Lender audited financial statements together with operating statements pertaining to the Charged Premises and such other financial information the Lender may reasonably require, (a) in the case of audited financial statements, within ninety (90) days of the end of each fiscal year of the Borrower (or such other time as may reasonably be required by the Lender), and (b) with respect to operating statements for the Charged Premises, within thirty (30) days of the end of each quarter of each calendar year. The audited financial statements are to be prepared by a nationally recognized firm of chartered accountants and shall include a balance sheet, and a detailed statement of income and expenditures and supporting notes and schedules. The operating statements shall contain a certificate by a senior officer of the Borrower as to the contents and preparation thereof, and shall include detailed statements of income, expenditures results of operation and such other matters relating to the operation of the Charged Premises as the Lender may reasonably require. In the event applicable, the Borrower shall provide the Lender with copies of all proxy statements, reports and information circulars that the Borrower makes available to its shareholders and copies of all regular and periodic reports which the Borrower may file with any securities commission or any other Governmental Authority.

- 22.3 The Borrower shall provide or cause to be provided to the Lender, or as the Lender may direct, a comprehensive list of all current tenants and rentals of space in the Charged Premises during the Term, which list shall disclose, without limitation, the name of each tenant, the duration of its term, renewal options, if any, and the term thereof, the rental being paid, the last date on which rental was paid and whether such tenancy is in good standing. Such list shall contain an endorsement by an officer of the Borrower as to being complete and accurate.
- 22.4 All statements, reports and other documents required to be provided hereunder shall be prepared in a manner acceptable to the Lender, in its reasonable discretion.

ARTICLE 23 - NOTICE

- 23.1 Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party hereunder shall be in writing and shall be personally delivered or given by transmittal by telecopy or facsimile transmission addressed to the respective parties at its address or telecopy or facsimile number set forth below or to such other address or telecopy or facsimile number as such party may designate by notice in writing to the other party hereto:
 - (a) If to the Borrower, at the address for service set out in the electronic Charge to which this schedule is attached; and
 - (b) If to the Lender, at the address for service set out in the electronic Charge to which this schedule is attached.

Any demand, notice or communication made by or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and, if made or given by telecopy or by facsimile, on the first day other than a Saturday, Sunday or a statutory holiday in Ontario, on which Schedule I banks are open for commercial business in Toronto. Ontario, following the transmittal thereof.

ARTICLE 24 - GENERAL

- 24.1 If any provision of this Charge or the application thereof to any circumstances shall be held to be invalid or unenforceable, it shall be deemed severed herefrom and the remaining provisions of this Charge, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law. In particular, and without limiting the generality of the foregoing, to the extent any and all amounts due pursuant to Article 6 hereof may be deemed to be in excess of what is permissible by law, any such excess shall be deemed not to be due under this Charge.
- 24.2 Wherever used in this Charge, unless the context clearly indicates a contrary intent as unless or otherwise specifically provided herein, the word "Borrower" shall mean "Borrower and/or subsequent owner or owners of the Charged Premises", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Charge".
- 24.3 The descriptive headings of the several subparagraphs or paragraphs or sections or articles of this Charge are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 24.4 Wherever the singular number or masculine gender is used in this Charge, the same shall be construed as including the plural and feminine or a body corporate, respectively, and vice versa, where the fact or context so requires; and the successors and assigns of any party executing this Charge are bound by the covenants, agreements stipulations and provisos herein contained. The covenants, agreements stipulations and provisos herein stated shall, except as otherwise limited hereby, be in addition to those granted or implied by statutory law.
- 24.5 This Charge shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts sitting at Toronto, Ontario.
- 24.6 The Borrower shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Lender may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Charge and the priority accorded to them by law or under this Charge.
- 24.7 If any of the forms of words contained herein are also contained in Column 1 of Schedule "B" of the Short Forms of Mortgages Act (Ontario) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column 2 of Schedule "B" of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act (Ontario) were still in full force and effect. The implied covenants deemed to be included in a charge under Subsection 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded from the terms of this Charge.
- 24.8 This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Lender for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Borrower's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Lender representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
- 24.9 This Charge is given as collateral security to the Commitment.
- 24.10 In the event of conflict between the Commitment and the terms of this Charge, the provisions of the Commitment shall prevail; provided that any provision herein contained that is not contained in the Commitment and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

ARTICLE 25 - CONDOMINIUM PROVISIONS

25.1 The Borrower covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply.

- (i) the Borrower does hereby assign to the Lender all of its rights to vote or consent in the affairs of the Condominium Corporation having jurisdiction over the subject lands and the Lender, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.
- (ii) the Borrower shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.
- (iii) the Borrower shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the Condominium Act (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.
- (iv) Where the Borrower defaults in the Borrower's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Lender, at its option and without notice to the Borrower, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Lender shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the Indebtedness.

ARTICLE 26 - CONSTRUCTION LOAN PROVISIONS

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

- 26.1 All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Lender in writing, such approval not to be unreasonably withheld.
- 26. 2 The construction of the building and structures located on the Charged Premises have been commenced and shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Lender and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- 26.3 Provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Borrower excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Lender, this Charge shall immediately become due and payable. In the event that construction does cease, then the Lender shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Lender and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Lender. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Lender shall have the same rights and remedies to collection of principal and interest hereunder or at law.
- 26.4 At all times there shall be sufficient funds unadvanced under this Charge and retained by the Lender to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Lender's priority with respect to any deficiency in the holdbacks required to be retained by the Borrower under the Construction Lien Act (Ontario).
- 26.5 This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Commitment are complied with.
- All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Lender with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Borrower regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- 26.7 The Borrower shall pay to the Lender on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Lender may charge from time to time for each such inspection and the Lender's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Lender shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- The Borrower agrees to indemnify and hold the Lender harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the Construction Lien Act (Ontario) and that any liens for work and/or supplies that are registered against the Borrower's interest in the property will be promptly discharged within seven (7) days from the date of registration of the lien. The Lender may, but is not required to, deal with the lien claimant and pay the lien claim into court

pursuant to the provision of the Construction Lien Act (Ontario) for the purpose of vacating the lien from title to the property. The Borrower agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Lender arising from or in connection with the Borrower or the Lender obtaining and registering either a release of the lien or an order vacating the lien.

ARTICLE 27 - ASSIGNMENT AND SALE

- 27.1 The Loan and all other amounts secured hereby, this Charge, the Security and all documents ancillary or collateral thereto may, in the Lender's sole discretion and without the consent of the Borrower, in whole or in part, be participated, sold, securitized, syndicated or assigned by the Lender from time to time to one or more Persons.
- 27.2 The Lender may disclose to participants, transferees or assignees or to potential participants, transferees or assignees or others in connection with any sale, assignment, participation, securitization, transfer or syndication, such information concerning the Borrower or the Charged Premises as the Lender may consider to be appropriate in connection therewith.
- 27.3 No grant, assignment or transfer pursuant to this Article 27 shall constitute a repayment by the Borrower to the Lender of the Loan or any other amounts owing hereunder and included in such assignment or transfer and the Borrower acknowledges that all obligations under this Charge and the Security with respect to such assignment or transfer will continue and not constitute new obligations.
- 27.4 The Borrower agrees to be bound by and do all things necessary or appropriate to assist and give effect to any transfer, participation, securitization, sale, syndication or assignment, but shall incur no increased liabilities as a result thereof.

Registered as YR3108230 on 2020 06 12 at 11:20

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

yyyy mm dd Page 1 of 2

Properties

PIN 03139 - 0047 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R492400

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0048 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT

Description PT LT 145 PL 2383 MARKHAM AS IN R467349

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT

Description PT LT 146 PL 2383 MARKHAM AS IN R371994
Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, have the authority to bind the corporation.

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

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, 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	GOH, JOANNA NATASHA	Tenants In Common	as to an undivided 14% interest
Address for Service	11 Henry Street, Toronto, Ontario, M5T 1W9		
This document is not a	uthorized under Power of Attorney by this party.		
Name	LOH, MELISSA FONG-YEE	Tenants In Common	as to an undivided 14% interest
Address for Service	25 Alexandra Wood, Richmond Hill, Ontario, L4B 2L1		
This document is not a	uthorized under Power of Attorney by this party.		
Name	NG CHIK, YIN FUN	Tenants In Common	as to an undivided 72% interest

Registered as YR3108230 on 2020 06 12 at 11:20

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

yyyy mm dd Page 2 of 2

Party To(s) Capacity Share

Address for Service

Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue,

Tsim Sha Tsui, Kowloon, Hong Kong

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2909942 registered on 2018/12/13 to which this notice relates is deleted

Schedule: The Charge/Mortgage registered as instrument YR2909942 on December 13, 2018 is to be amended as follows: Balance Due Date of 2019/12/14 to be deleted and replaced with 2021/01/14; Interest Rate of 14% per annum to be deleted and replaced with 15% per annum; Payments of \$20,416.67 monthly to be deleted and replaced with \$21,875.00 monthly.

Sign	ned By				
Richard Afshin Missaghie		Unit 3706 - 295 Adelaide St. West Toronto M5V 0L4	acting for Applicant(s)	First Signed	2020 06 12
Tel Fax	416-518-5057				
Richard Afshin Missaghie		Unit 3706 - 295 Adelaide St. West Toronto M5V 0I 4	acting for Applicant(s)	Last Signed	2020 06 15

Tel 416-518-5057

Fax

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

Submitted By								
MISSAGHIE LAW PROFESSIONAL (CORPORATION	Unit 3706 - 295 Adelaide St. West Toronto M5V 0L4	2020 06 15					
Tel 416-518-5057 Fax								

Fees/Taxes/Payment		
Statutory Registration Fee	\$65.05	
Total Paid	\$65.05	

Registered as YR3244137 on 2021 04 30 at 16:27

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

yyyy mm dd Page 1 of 2

Properties

PIN 03139 - 0047 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R492400

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0048 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT

Description PT LT 145 PL 2383 MARKHAM AS IN R467349

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT

Description PT LT 146 PL 2383 MARKHAM AS IN R371994
Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, have the authority to bind the corporation.

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

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario

L6J 7T5

I, Oscar Furtado, 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 GOH, JOANNA NATASHA

Address for Service 11 Henry Street, Toronto, Ontario

M5T 1W9

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

Name LOH, MELISSA FONG-YEE

Address for Service 25 Alexandra Wood, Richmond Hill, Ontario

L4B 2L1

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

Name NG CHIK, YIN FUN

Address for Service Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue,

Tsim Sha Tsui, Kowloon, Hong Kong

Registered as YR3244137 on 2021 04 30 at 16:27

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

yyyy mm dd Page 2 of 2

Party To(s) Capacity Share

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2909942 registered on 2018/12/13 to which this notice relates is deleted

Schedule: The Charge/Mortgage registered as instrument YR2909942 on December 13, 2018 as amended by Notice registered as YR3108230 on June 6, 2020 is to be amended as follows: Balance Due Date of 2021/01/14 to be deleted and replaced with 2021/07/14.

Signed By

Richard Afshin Missaghie Unit 3706 - 295 Adelaide St. West acting for Signed 2021 04 30

Toronto Applicant(s)

M5V 0L4

Tel 416-518-5057

Fax

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

Submitted By

MISSAGHIE LAW PROFESSIONAL CORPORATION Unit 3706 - 295 Adelaide St. West 2021 04 30

Toronto M5V 0L4

Tel 416-518-5057

Fax

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30 This is Exhibit "105" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.
Expires March 22, 2024.



REGISTRY OFFICE #65

03139-0048 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:15:47

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

PROPERTY REMARKS:

ESTATE/QUALIFIER:

RECENTLY: RE-ENTRY FROM 03139-0209 PIN CREATION DATE: 1999/04/23

FEE SIMPLE LT CONVERSION QUALIFIED

OWNERS' NAMES

CAPACITY SHARE

GO-TO MAJOR	TO MAJOR MACKENZIE SOUTH BLOCK II INC.									
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT				
EFFECTIV	E 2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATI	ON DATE" OF 1997/06/23 ON THIS PIN						
WAS REPL	ACED WITH THE	"PIN CREATION DATE"	" OF 1999/04/23							
** PRINTOU	I INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENT	S SINCE 1999/04/23 **						
**SUBJECT,	ON FIRST REG	STRATION UNDER THE	AND TITLES ACT, TO							
**	SUBSECTION 4	(1) OF THE LAND TIT	TLES ACT, EXCEPT PAR.	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
4.4	AND ECGUETEG	OR HORSETSHIRE SO SH	THE GROWN			1				

	1
	С
LEE, GORDON	
	LEE, GORDON



REGISTRY OFFICE #65

03139-0048 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:15:47

* 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/ CHKD			
YR2525837	2016/08/17	TRANSFER		*** COMPLETELY DELETED *** LEE, GORDON	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP				
REi	MARKS: PLANNI	NG ACT STATEMENTS.							
YR2525846	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION				
YR2525848	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	ATRIUM MORTGAGE INVESTMENT CORPORATION				
RE	MARKS: YR2525	846							
YR2525850	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GARDEN STATE FUNDING & DEV. CORP.				
YR2525852	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.				
REI	MARKS: YR2525	850							
YR2525854	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	2412984 ONTARIO INC.				
YR2569111	2016/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2412984 ONTARIO INC.					
REI	MARKS: YR2525	854.							
YR2755423	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	CAMERON STEPHENS FINANCIAL CORPORATION	С			
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO				
YR2755842	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***					



REGISTRY OFFICE #65

03139-0048 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:15:47

* 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/ CHKD
REI	MARKS: YR2525	846.		ATRIUM MORTGAGE INVESTMENT CORPORATION		
YR2755848	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.		
REi	MARKS: YR2525	850.		GANDEN STATE FUNDING & DEV. CONT.		
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
YR2909943	2018/12/13	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
REi	MARKS: YR2909	942.		GO TO MACKENNIE GOOTH BEGGN II BI		
YR2911235		DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO		
	MARKS: YR2755 2019/10/24	TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	С
	2020/06/12 MARKS: AMENDS		\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108188	2020/06/12	POSTPONEMENT		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE	CAMERON STEPHENS FINANCIAL CORPORATION	С
RE	MARKS: YR2909	942 TO YR3108187		NG CHIK, YIN FUN		
YR3108230	2020/06/12	NOTICE		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
REi	MARKS: YR2909	942				



REGISTRY
OFFICE #65

03139-0048 (LT)

PAGE 4 OF 4

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:15:47

* 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/ CHKD
YR3244137	2021/04/30	NOTICE	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GOH, JOANNA NATASHA	С
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	LOH, MELISSA FONG-YEE	
					NG CHIK, YIN FUN	
REi	MARKS: YR2909	942				



REGISTRY OFFICE #65

03139-0050 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:21:04

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 145 PL 2383 MARKHAM AS IN RH40233

PROPERTY REMARKS:

OWNERS' NAMES

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED RECENTLY: RE-ENTRY FROM 03139-0211 PIN CREATION DATE: 1999/04/23

LI CONVERSION QUALIFI

CAPACITY SHARE

GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	N DATE" OF 1997/06/23 ON THIS PIN		
WAS REPLA	CED WITH THE	"PIN CREATION DATE"	OF 1999/04/23			
** PRINTOUT	INCLUDES AL.	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/04/23 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE :	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TIT.	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO TH	CROWN.			
**	THE RIGHTS O	F ANY PERSON WHO WOU.	LD. BUT FOR THE LAN	D TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
				ON, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
	CONVENTION.		Jacob Control of the	any missionalization on booksmile oblitude bi		
		WHICH THE SUBSECTION	70/21 OF MUE DECT	DEDLY ACT ADDITION		
				STRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 1999/0	4 /26 ** │			
RH28787	1963/07/17	BYLAW				С
RH40233	1969/11/27	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
					FRADE, AMERICO RODRIGUES FRADE, IZELINE	
YR2059969	2013/11/14	TRANSFER		*** COMPLETELY DELETED ***	EDADE AMERICA DARRIGUES	
	•			FRADE, AMERICO RODRIGUES FRADE, IZELINE	FRADE, AMERICO RODRIGUES FRADE, IZELINE	
				FRADE, IZEBINE	ESTRELA, LINA MARIA	
					MEDEIROS, MARIA	
YR2525839	2016/08/17	TRANSFER	\$1,000,000	ESTRELA, LINA MARIA FRADE, AMERICO RODRIGUES FRADE, IZELINE	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	С



LAND REGISTRY OFFICE #65

03139-0050 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:21:04

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

					DECT TO RESERVATIONS IN CROWN GRANT ^	CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
				MEDEIROS, MARIA		
REi	MARKS: PLANNI	NG ACT STATEMENTS.				
YR2525846	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.		
YR2525848	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
11/2525040	2010/00/17	NO ASSEN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.		
RE	MARKS: YR2525	846				
YR2525850	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
1K2J2J0J0	2010/00/17	CHARGE FARINERSHIF		GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GARDEN STATE FUNDING & DEV. CORP.	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	daban datab tonband w barr donar	
YR2525852	2016/08/1/	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	
				GARDEN STATE FONDING & DEV. CORF.	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	
RE	MARKS: YR2525	850				
	0016/00/17					
YR2525854	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	2412984 ONTARIO INC.	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	2412904 ONTAKIO INC.	
YR2569111	2016/10/28	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
DE	MARKS: YR2525	851		2412984 ONTARIO INC.		
100	PAINID: 1102525	0.54.				
YR2755423	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP		
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CHAN, MAY MEI WAH	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	KWONG, OI LING	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	PRETE, MARY	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	TSANG, ANTHONY	
					DI LORETO, CADATINO	
					DI LORETO, SABATINO	
YR2755842	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				ATRIUM MORTGAGE INVESTMENT CORPORATION		
REi	MARKS: YR2525	846.				



REGISTRY
OFFICE #65

03139-0050 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:21:04

* 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/ CHKD
YR2755848 <i>RE</i> I	2017/11/07 MARKS: YR2525	DISCH OF CHARGE		*** COMPLETELY DELETED *** GARDEN STATE FUNDING & DEV. CORP.		
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
YR2909943	2018/12/13 WARKS: YR2909	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK IP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II IP	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
YR2911235		DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, MAY MEI WAH KWONG, OI LING PRETE, MARY TSANG, ANTHONY DI LORETO, ELIA DI LORETO, SABATINO		
REI YR3024311	MARKS: YR2755 2019/10/24	425. TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	С
	2020/06/12 MARKS: AMENDS		\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CAMERON STEPHENS FINANCIAL CORPORATION	C
		POSTPONEMENT 942 TO YR3108187		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108230	2020/06/12			GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
REI	MARKS: YR2909	942				
YR3244137	2021/04/30	NOTICE	\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE	С



LAND REGISTRY OFFICE #65

03139-0050 (LT)

PAGE 4 OF 4

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:21:04

* 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/ CHKD
DE	MARKS: YR2909	912			NG CHIK, YIN FUN	



REGISTRY OFFICE #65

03139-0052 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:23:39

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 146 PL 2383 MARKHAM AS IN RH26132

PROPERTY REMARKS:

ESTATE/QUALIFIER: FEE SIMPLE LT CONVERSION QUALIFIED RECENTLY:
RE-ENTRY FROM 03139-0213

PIN CREATION DATE: 1999/04/23

OWNERS' NAMES

GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29 !	THE NOTATION OF THE	BLOCK IMPLEMENTATION	DN DATE" OF 1997/06/23 ON THIS PIN		
WAS REPLA	CED WITH THE	"PIN CREATION DATE"	OF 1999/04/23			
** PRINTOUT	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/04/23 **		
**SUBJECT,	ON FIRST REG	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARA	GGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOUL	D, BUT FOR THE LAN	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LI	NGTH OF ADVERSE POS	SESSION, PRESCRIPTION	on, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF C	ONVERSION TO	LAND TITLES: 1999/0	4/26 **			
RH26132	1961/10/30	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	STREET, GEORGE WILLIAM STREET, PATRICIA LORNA	
RH28787	1963/07/17	BYLAW				С
R407157	1986/08/22	CHARGE		*** COMPLETELY DELETED ***	SCOTIA MORTGAGE CORPORATION	
R562191	1991/02/15	CHARGE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
R681625	1996/07/24	AGR AM CH		*** COMPLETELY DELETED ***		
REI	MARKS: R40715			THE TO ACCOUNT IN DESCRIPTIVE THOMCOCHERNCIES, IF ANY, MITTH		

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.



REGISTRY
OFFICE #65

03139-0052 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:23:39

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

DEG 1771	22.00		TAKOTTAM		22200000	CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
YR2442825	2016/03/11	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REI	MARKS: R40715	7.		SCOTIA MORTGAGE CORPORATION		
YR2493889	2016/06/24	APL DEL EXECUTION		*** COMPLETELY DELETED ***		
REI	MARKS: DELETE	S 88-01699		STREET, GEORGE		
YR2495740	2016/06/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
REI	MARKS: R56219	1.		THE BANK OF NOVA SCOTIA		
YR2498159	2016/06/30	APL OF SURV-LAND		*** COMPLETELY DELETED *** STREET, PATRICIA LORNA	STREET, GEORGE WILLIAM	
				ortholi, introduction	STABLY SECTOR WILLIAM	
YR2508266	2016/07/18	TRANSFER		*** COMPLETELY DELETED ***		
REI	MARKS: PT.ANNT	NG ACT STATEMENTS.		STREET, GEORGE WILLIAM	9834559 CANADA INC.	
YR2512366	2016/07/25	CHARGE		*** COMPLETELY DELETED ***		
				9834559 CANADA INC.	NORTHERN EQUITY FINANCIAL LTD.	
YR2525835	2016/08/17	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
		266		NORTHERN EQUITY FINANCIAL LTD.		
REI	MARKS: YR2512	366.				
YR2525841	2016/08/17	TRANSFER	\$1,050,000	9834559 CANADA INC.	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	С
REI	MARKS: PLANNI	NG ACT STATEMENTS.				
YR2525846	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.		
YR2525848	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
DE	MARKS: YR2525	916		GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.		
KEI	ummo. IMZJZJ	0.10				
YR2525850	2016/08/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GARDEN STATE FUNDING & DEV. CORP.	
				GO TO PROOK PROKENZIE SOUTH BLOCK II INC.		
YR2525852	2016/08/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		



LAND REGISTRY OFFICE #65

03139-0052 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:23:39

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
				GARDEN STATE FUNDING & DEV. CORP.	GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	
					GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	
RE	MARKS: YR2525	850				
YR2755423	2017/11/06	CHARGE PARTNERSHIP	\$6,500,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CAMERON STEPHENS FINANCIAL CORPORATION	c
			, -,,	GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP		
YR2755425	2017/11/06	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CHAN, MAY MEI WAH	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	KWONG, OI LING	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	PRETE, MARY	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	TSANG, ANTHONY DI LORETO, ELIA	
					DI LORETO, SABATINO	
					DI BONDIO, DADRIINO	
YR2755842	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				ATRIUM MORTGAGE INVESTMENT CORPORATION		
RE	MARKS: YR2525	846.				
YR2755848	2017/11/07	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
1K2733040	2017/11/07	DISCH OF CHARGE		GARDEN STATE FUNDING & DEV. CORP.		
RE	MARKS: YR2525	850.		ONDER BINTE FORDING & BEV. CONT.		
YR2909942	2018/12/13	CHARGE PARTNERSHIP	\$1,750,000	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GOH, JOANNA NATASHA	С
				GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	LOH, MELISSA FONG-YEE	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	NG CHIK, YIN FUN	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP		
YR2909943	2018/12/13	NO ASSGN RENT GEN		GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.	GOH, JOANNA NATASHA	c
1112303313	2020, 12, 13	110 1100011 112111 0211		GO-TO MAJOR MACKENZIE SOUTH BLOCK LP	LOH, MELISSA FONG-YEE	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	NG CHIK, YIN FUN	
				GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP		
RE	MARKS: YR2909	942.				
YR2911235	2018/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
187911733	2010/12/1/	DISCH OF CHARGE		CHAN, MAY MEI WAH		
				KWONG, OI LING		
				PRETE, MARY		
				TSANG, ANTHONY		
				DI LORETO, ELIA		
				DI LORETO, SABATINO		
RE	MARKS: YR2755	425.				



LAND REGISTRY OFFICE #65

03139-0052 (LT)

PAGE 4 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:23:39

* 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/ CHKD
YR3024311	2019/10/24	TRANS PARTNERSHIP		GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	С
	2020/06/12 MARKS: AMENDS		\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	CAMERON STEPHENS FINANCIAL CORPORATION	С
YR3108188	2020/06/12	POSTPONEMENT		GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	CAMERON STEPHENS FINANCIAL CORPORATION	С
RE	MARKS: YR2909	942 TO YR3108187				
YR3108230				GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				
YR3244137	2021/04/30		\$2	GO-TO MAJOR MACKENZIE SOUTH BLOCK INC. GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.	GOH, JOANNA NATASHA LOH, MELISSA FONG-YEE NG CHIK, YIN FUN	С
RE	MARKS: YR2909	942				

Registered as YR2755423 on 2017 11 06 at 10:47

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

yyyy mm dd Page 1 of 9

Properties

 PIN
 03139 - 0048
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0050 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233; TOWN OF RICHMOND HILL

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0052 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132; TOWN OF RICHMOND HILL

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

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 GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name CAMERON STEPHENS FINANCIAL CORPORATION

Address for Service c/o Cameron Stephens Mortgage Capital Ltd.

25 Adelaide Street East, Suite 600 Toronto, ON M5C 3A1

*

Statements

Schedule: See Schedules

Provisions

Principal \$6,500,000.00 Currency CDN

Calculation Period monthly, not in advance

Balance Due Date ON DEMAND Interest Rate see Schedule

Payments

Interest Adjustment Date

Payment Date interest only, on the first day of each month

First Payment Date

Last Payment Date

Standard Charge Terms 201125

Insurance Amount full insurable value

Registered as YR2755423 on 2017 11 06 at 10:47

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

yyyy mm dd Page 2 of 9

Provisions

Guarantor

Signed By

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2017 11 03

Toronto Chargor(s)

M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2017 11 06

Toronto M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

Fees/Taxes/Payment

Statutory Registration Fee \$63.65

Total Paid \$63.65

File Number

Chargee Client File Number: 6243-405

ADDITIONAL PROVISIONS

1. Letter of Commitment

Any reference in this Charge to the Commitment, Commitment Letter or Letter of Commitment shall mean the Commitment Letter referable to this transaction dated September 22, 2017 (and any amendments thereto, if applicable).

This Charge shall secure any and all amounts owing by the Chargor to the Chargee pursuant to the Letter of Commitment.

All provisions of the Letter of Commitment are hereby incorporated into this Charge.

Any default by the Borrower with regard to any provision of the Letter of Commitment shall constitute a default under this Charge.

2. <u>Due on Demand</u>

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

3. Interest Rate

The mortgage shall bear interest at the greater of: (i) 6.50% per annum, compounded and payable monthly, not in advance, and (ii) Royal Bank of CanadaPrime rate of interest plus 3.55% per annum, adjusted daily and compounded and payable monthly, not in advance.

Interest at the aforesaid rate(s) on the amounts advanced from time to time shall be payable on the first day of each and every month.

4. <u>Default</u>

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or not, and provided such default is not cured within five (5) days of written notice delivered by the Chargee to the Chargor of such default.
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;
- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is

filed or presented against the Chargor;

- (f) any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in the beneficial ownership of the Chargor or the assets or any one of them;
- the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

5. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

6. <u>Construction Liens</u>

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Lien Act, 1990, so as secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Lien Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Lien Act, 1990.

7. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

(a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors

- must be approved by the Chargee and which approval shall not be unreasonably withheld.
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- provided that should the servicing and construction on the said lands cease for (c) any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.
- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

Environmental

- (a) The following terms have the following meanings in this Section:
 - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the *Environmental Protection Act (Ontario)* as amended from time to time (the "EPA"), and the *Canadian Environmental Protection Act*, as amended from time to time (the "CEPA"); and
 - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human

health.

- (b) The Chargor hereby represents and warrants that:
 - (i) neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
 - (ii) the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
 - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
 - (iv) the Chargor has not received notice nor has any knowledgeof any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
 - the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
 - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
 - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
 - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
 - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licenses or similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as they may affect the Lands;
 - (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law)

promptly upon discovery at its sole expense;

- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
- (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the Indemnified Persons") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
 - (i) under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
 - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:

a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and

b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;

(iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitation any order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:

a. resulted by, through or under the Chargor;

b. occurred with the Chargor's knowledge and consent; or

c. occurred before or after the date of this

Charge, whether with or without the Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

(e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to

comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation scto do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

9. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

10. Miscellaneous

The Chargor agrees as follows:

- to maintain the project in good repair and in a state of good operating efficiency;
- to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- (d) to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

11. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the right o prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

12. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargeor in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

13. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

14. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

15. <u>Amendments to Standard Charge Terms</u>

Section 15 and Section 38 of the Standard Charge Terms shall be considered deleted.

16. <u>Cross Collateralization</u>

This Charge is cross collateralized with a Charge of even date given by Go-To Major Mackenzie South Block Inc. and Go-To Major Mackenzie South Block LP on those parcels designated as PIN NOs. 03139-0047, 03139-0049and 03139-0051, and any payment made on account of either Charge shall be considered a payment on account of both Charges.

Registered as YR3108187 on 2020 06 12 at 10:39

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

yyyy mm dd Page 1 of 4

Properties

PIN 03139 - 0048 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0050 LT

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0052 LT

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132
Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, ON L6J 7T5

I, Oscar Furtado, 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 CAMERON STEPHENS FINANCIAL CORPORATION

Address for Service c/o Cameron Stephens Mortgage Capital Ltd.

25 Adelaide Street East, Suite 600

Toronto, ON M5C 3A1

I, Giuliana Mauro, Vice-President, Loan Funding and Administration, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2755423 registered on 2017/11/06 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)YR2755423

Signed By

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2020 06 12

Toronto Applicant(s)

M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2020 06 12

Toronto

M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

Registered as YR3108187 on 2020 06 12 at 10:39

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

yyyy mm dd Page 2 of 4

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

File Number

Party To Client File Number : 6243-405

MORTGAGE AMENDING AGREEMENT

BETWEEN:

GO-TO MAJOR MACKENZIE SOUTH BLOCK INC., IN ITS CAPACITY AS GENERAL PARTNER OF GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC., IN ITS CAPACITY AS GENERAL PARTNER OF GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP

(hereinafter collectively called the "Borrower")

OF THE FIRST PART.

and -

CAMERON STEPHENS FINANCIAL CORPORATION

(hereinafter called the "Lender")

OF THE SECOND PART.

- and -

OSCAR FURTADO, MICHAEL SMITH,
MAJOR MACKENZIE HOLDINGS CORP. AND
CAPITAL BUILD CONSTRUCTION MANAGEMENT CORP.

(hereinafter collectively called the "Guarantor")

OF THE THIRD PART.

WHEREAS the Lender issued a Letter of Commitment to the Borrower dated September 22, 2017 ("Letter of Commitment");

AND WHEREAS the transaction was completed and all security taken pursuant to that Letter of Commitment;

AND WHEREAS by amendment dated February 21, 2020, the Letter of Commitment was amended;

AND WHEREAS the parties wish to enter into this Agreement, in order to reflect the amendments set out in that letter of February 21, 2020;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Charge By Partnership given by Go-To Major MacKenzie South Block II Inc. and Go-To Major MacKenzie South Block II LP to the Lender registered November 6, 2017 as Instrument No. YR2755423 and the Charge By Partnership given by Go-To Major MacKenzie South Block Inc. and Go-To Major MacKenzie South Block LP to the Lender registered November 6, 2017 as Instrument No. YR2755424 are hereby amended by deleting Paragraph No. 3 of the Additional Provisions and substituting with the following Paragraph No. 3:

"3. Interest Rate

The mortgage shall bear interest at the greater rate of: (i) 7.50% per annum, compounded and payable monthly, not in advance, and (ii) Prime plus 3.55% per annum, adjusted daily and compounded and payable monthly, not in advance.

"Prime" means the prime rate of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest at the aforesaid rate(s) on the amounts advanced from time to time shall be payable on the first day of each and every month.

2. All security documentation shall be deemed amended in order to give effect to the provisions herein, and to the provisions of the amendment dated February 21, 2020.

- 3. In all other respects, all aspects of the original Letter of Commitment, as amended and all security documentation are hereby confirmed.
- 4. The Guarantors hereby consent to this amendment.
- 5. This Amending Agreement may be executed in counterpart.
- 6. This Agreement may be executed by facsimile or email, and receipt by any party to this agreement of a facsimile or PDF copy showing execution by one or more parties shall be considered firm and binding upon the parties having so executed

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 1 of 24

Properties

PIN 03139 - 0047 LT Interest/Estate Fee Simple

Description PT LT 144 PL 2383 MARKHAM AS IN R492400; TOWN OF RICHMOND HILL

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

 PIN
 03139 - 0048
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN R467349; TOWN OF RICHMOND HILL

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT Interest/Estate Fee Simple

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233; TOWN OF RICHMOND HILL

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN R371994; TOWN OF RICHMOND HILL

Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT Interest/Estate Fee Simple

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132; TOWN OF RICHMOND HILL

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

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 GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

I, Patrick Rodrigues, A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK LP

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

I, Patrick Rodrigues, A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II LP

Address for Service 1267 Cornwall Drive, Suite 301,

Oakville, Ontario, L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 2 of 24

Chargee(s)		Capacity	Share
Name	GOH, JOANNA NATASHA	Tenants In Common	as to an undivided 14% interest
Address for Service	11 Henry Street, Toronto, Ontario, M5T 1W9		
Va <i>m</i> e	LOH, MELISSA FONG-YEE	Tenants In Common	as to an undivided 14% interest
Address for Service	25 Alexandra Wood, Richmond Hill, Ontario, L4B 2L1		
Name	NG CHIK, YIN FUN	Tenants In Common	as to an undivided remaining 72% interest
Address for Service	Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue, Tsim Sha Tsui, Kowloon, Hong Kong		

Schedule: See Schedules

Provisions

Principal \$1,750,000.00 Currency CDN

Calculation Periodinterest only monthlyBalance Due Date2019/12/14Interest Rate14% per annumPayments\$20,416.67Interest Adjustment Date2018 12 14

Payment Date 14th day of each month

 First Payment Date
 2019 01 14

 Last Payment Date
 2019 12 14

 Standard Charge Terms
 200033

Insurance Amount Full insurable value

Guarantor Oscar Furtado, Michael Smith, Major Mackenzie Holdings Corp. and

Capital Building Construction Management Corp.

Additional Provisions

The charge is closed for the first eight months of the term of the charge. After eight months of the term of the charge and provided the chargor is not in default hereunder, the chargor shall have the privilege of prepaying any amount of principal hereby secured at any time or times on thirty days written notice and upon payment of one month's interest.

Signed By

Karen Anne Mathews 1000-120 Adelaide St. W. acting for Signed 2018 12 13

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2018 12 13

Toronto M5H 3V1

M5I

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Registered as YR2909942 on 2018 12 13 at 15:10

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

yyyy mm dd Page 3 of 24

Fees/Taxes/Payment

Total Paid \$64.40

SCHEDULE TO THE ATTACHED CHARGE/MORTGAGE

RECITALS

The Lender has agreed to make a loan in favour of the Borrower upon the terms and conditions more particularly contained herein.

Go-To Major Mackenzie South Block LP and Go-To Major Mackenzie South Block II LP Borrower, are the registered owners of the lands and premises described in the electronic Charge to which this schedule is attached.

This Charge is given by the Borrower to the Lender as continuing security for the repayment by the Borrower to the Lender of such loan and the performance by the Borrower of its obligations as more particularly described herein.

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Charge the following definitions will apply:
- "Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and shall also include any interpretation of the Law or any part of the Law by any Person having jurisdiction over it or charged with its administration or interpretation;
- "Applicable Rate" means the interest rate set out in the electronic Charge to which this schedule is attached or, in the alternative, the interest rate set out in the Commitment;
- "Bills" has the meaning ascribed thereto in Section 10.1(a);
- "Borrower" means the party identified as "Chargor" set out in the electronic Charge to which this schedule is attached and its successors and assigns;
- "Business Day" means a day on which the Lender is open for business but specifically excluding Saturdays, Sundays or statutory holidays pursuant to the laws of Canada or the Province of Ontario and "Business Days" means more than one Business Day;
- "Charge" means this charge/mortgage of land and all instruments supplemental hereto or in amendment, renewal, extension, restatement, replacement or confirmation hereof;
- "Charged Premises" means, collectively, the Lands and the Improvements;
- "Commitment" means the letter of commitment between the Borrower and the Lender, as the same has been or may be amended, restated, supplemented, renewed, extended or superseded from time to time;
- "Environmental Approvals" has the meaning ascribed to it in Section 12.1 hereof;
- "Environmental Laws" or "Environmental Law" has the meaning ascribed to them in Section 12.1 hereof;
- "Event of Default" has the meaning ascribed thereto in Section 18.1 hereof;
- "Event of Insolvency" means the occurrence of any one of the following events:
- (a) If the Borrower, or the Guarantor(s), shall, other than as expressly permitted hereby:
 - (i) be wound up, dissolved or liquidated, whether pursuant to the provisions of the laws of the Province of Ontario or the federal laws of Canada applicable therein, or any other law or otherwise, or becomes subject to the provisions of the Winding-Up and Restructuring Act (Canada), or has its existence terminated or has any resolution passed therefor; or
 - (ii) makes a general assignment for the benefit of its creditors or files a proposal or a notice of intention to make a proposal under the Bankruptcy and Insolvency Act (Canada), shall otherwise acknowledge its insolvency or shall be declared or become bankrupt or insolvent; or
 - (iii) proposes a compromise or arrangement or otherwise brings proceedings under or becomes subject to the provisions of the Companies' Creditors Arrangement Act (Canada) or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or any other relief for itself under, or in any way takes the benefit of, the Bankruptcy and Insolvency Act (Canada) or any other present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors; or
 - (iv) be unable, by reason of insolvency or similar circumstances, to pay its trade creditors generally, within one hundred and twenty (120) days of the rendering of trade accounts or admit its inability to pay its debts or perform its obligations as they become due; or
- (b) If a court of competent jurisdiction shall enter an order, judgment or decree against the Borrower in respect of any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of existence, declaration of bankruptcy or insolvency, or similar relief under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors, or the Borrower shall acquiesce in the entry of such order, judgment or decree, unless the Borrower is also proceeding forthwith to diligently and in good faith contest the same and, provided that none of the Charged Premises, the Charge or the Security, the value of the Charged Premises or the operation thereof, are adversely affected and there is no prejudice to the Lender in the Lender's reasonable opinion, and such order, judgement or decree is vacated or permanently stayed within fifteen (15) days of its making; or

- (c) If any trustee in bankruptcy, receiver, receiver and manager, monitor or liquidator or any other officer with similar powers shall be appointed for the Charged Premises or any portion thereof, or for the Borrower or the Guarantor(s), or for all or any substantial part of its assets or its interest in the Charged Premises with the consent or acquiescence of the Borrower; or
- (d) If, other than as expressly permitted hereby, an encumbrancer or the holder of any lien or charge or any other creditor takes possession of the Charged Premises or the Borrower's interest in the Charged Premises, or any part thereof, or if a distress, execution, garnishment or any similar process is levied or enforced upon or against the same;

"Governmental Authority" means any federal, provincial, territorial or municipal government and any executive, judicial, regulatory or administrative functions of, or pertaining to, government (including, without limitation, all boards, commissions, agencies, departments and ministries):

"Guarantor(s)" means any Person from time to time guaranteeing the Indebtedness;

"Hazardous Substance" has the meaning ascribed to it in Section 12.1 hereof;

"Improvements" means the buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements now located on the Lands and all appurtenances pertaining thereto, together with all other buildings, structures, fixtures and improvements hereafter located from time to time in, on or under the Lands and all personal property, equipment and chattels now or hereafter affixed to the Lands or to such buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements owned by the Borrower;

"Indebtedness" means, collectively, the Principal Sum, any debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender of any kind or nature, present or future and arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and in all cases arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith. The term includes, without limitation, all interest, yield maintenance, charges, expenses, fees, including all processing and commitment fees and all legal fees and disbursements (in each case whether or not allowed), and any other sum chargeable to the Borrower under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith;

"Inspections" has the meaning ascribed to it in Section 12.1 hereof;

"Interest Adjustment Date" means the interest adjustment date set by the Lender for the purposes of setting a payment schedule;

"Lands" means the lands and premises described in the electronic Charge to which this schedule is attached, including all tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, and the reversion or reversions, remainder and remainders, rents, issues and profits therefrom, and all the estate, right, title, interest, property claim and demand whatsoever of the Borrower of, in and to the same and of, in and to every part thereof;

"Lease Benefits" means the benefit of all covenants and obligations of tenants, licencees or occupants contained in any of the Leases, including, without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the landlord's rights under any Lease and generally any collateral advantage or benefit to be derived from the Leases or any of them;

"Lease Rights" means, collectively, the Leases, the Rents and the Lease Benefits;

"Leases" means all present and future leases, subleases, licences, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Borrower, or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Charged Premises, including all agreements collateral thereto, but which, for the purpose of this definition does not include the Property Lease, and "Lease" means any one of them;

"Lender" means the party identified as "Chargee" in the electronic Charge to which this schedule is attached, and its successors and assigns:

"Loan" means the loan extended or to be extended by the Lender to the Borrower in the principal amount set out in the electronic Charge to which this schedule is attached and secured by this Charge and other security given to the Lender by the Borrower and the Guarantor(s), if any;

"Major Tenant Leases" means any agreements to lease, offers to lease or leases, subleases or occupancy agreements in respect of premises situate on the Charged Premises and which are determined by the Lender in its discretion to be material to the Charged Premises and the extension and maintenance of the Loan;

"Maturity Date" means, subject to early maturity by reason of the occurrence of an Event of Default and the acceleration of repayment at the option of the Lender, the balance due date set out in the electronic Charge to which this schedule is attached;

"Permitted Encumbrances" means the items more particularly set out in Schedule 'A' hereto together with such other encumbrances, liens and interests affecting the Charged Premises which are acceptable to the Lender in its sole discretion. If no Schedule 'A' is attached hereto, there are no permitted encumbrances;

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated or entity or association of any nature;

"Principal" or "Principal Sum" means the principal amount of the Loan owing from time to time by the Borrower to the Lender;

"Rents" means all rents, issues and profits now due or to become due under or derived from the Leases;

"Security" means, collectively, all other or additional security, other than this Charge, given by the Borrower or others to the

Lender as security for the Loan;

"Taxes" means for each year during the term of this Charge all real property taxes, business taxes, rates, duties, charges, assessments, impositions, taxes, levies and charges for local improvements or otherwise, imposed upon or assessed against the Charged Premises or any part or parts thereof by any Governmental Authority including, without limitation, school boards, and paid or payable by the Borrower or any tenant of the Charged Premises, but shall not include franchise, capital levy or transfer tax or any income, excess profits or revenue tax or any other tax or impost of a personal nature charged or levied upon the Borrower or any tenant of the Charged Premises. If the system of real property taxation or business shall be altered or varied and any new tax shall be levied or imposed on all or any portion of the Charged Premises or the revenues therefrom in substitution for, or in addition to, taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included herein; and

"Term" means the term of this Charge and being a period which expires on the Maturity Date.

ARTICLE 2 - CHARGING PROVISIONS

- 2.1 Now therefore witnesseth that the Borrower, being the registered owner of a freehold estate in fee simple in possession of the Lands, in consideration of the Loan advanced or to be advanced by the Lender to the Borrower or for its benefit, and as security for the repayment of all Indebtedness and the performance of the obligations of the Borrower hereunder, does hereby grant, mortgage, charge and create a security interest in, to and in favour of the Lender all of its estate, right, title and interest in and to the Charged Premises and covenants and agrees to and with the Lender as hereinafter provided.
- 2.2 The last day of any term reserved by any lease or sublease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower, as lessee, and forming part of the Charged Premises is hereby excepted out of the mortgage, charge, assignment and security interest hereby created or granted or any instrument in implementations hereof, and the same shall be deemed to be a charge by way of sublease. As further security for the payment of the Indebtedness, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Charge and to assign and dispose thereof, without cost or expense to the Lender, in such manner as the Lender shall by notice in writing, for such purpose, direct. Upon any sale, assignment, sublease or other disposition of such leasehold interest or any part thereof, the Lender, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser, assignee, sublessee or other acquirer thereof, shall be entitled by deed or writing to appoint such party or parties as a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

ARTICLE 3 - REPAYMENT AND INTEREST

- 3.1 The Borrower covenants to pay to or to the order of the Lender at its offices as set out in Article 23 hereof or at such other address as the Lender may from time to time designate in writing, without set-off, compensation or deduction, and without deduction for bank service or any other charges, the Principal Sum together with all other Indebtedness with interest thereon at the Applicable Rate, as well after as before maturity and both before and after default, demand and judgment. Such interest at the Applicable Rate shall be computed from the date of advance to become due and be paid initially on the Interest Adjustment Date and thereafter to be paid in equal instalments of interest, commencing on the first payment date set out in the Commitment or in the electronic Charge to which this schedule is attached, each such instalment to be in the amount stipulated in the Commitment or in the electronic Charge to which this schedule is attached and the last instalment, in the amount of the then remaining balance of the Principal Sum, other Indebtedness and accrued interest thereon, to be paid on the Maturity Date.
- 3.2 The Borrower acknowledges and agrees that monthly instalments for interest described in Section 3.1 together with all payments for Taxes as set out in Section 10.1 hereof must pass through a single bank account on which the Borrower will have provided post-dated cheques (as required by the Lender) or have pre-authorized the Lender to withdraw the monthly payments under this Charge plus any Taxes payable in respect of the Charged Premises if not otherwise paid by the Borrower. In addition, the Borrower must maintain at all times in such account a minimum balance equal to the sum of the monthly payment of principal, interest and Taxes (as such Taxes become due).
- 3.3 It is hereby agreed that if default should occur in payment of any sum due at the time appointed for payment thereof as herein provided, compound interest at the Applicable Rate shall be payable on the sum in arrears from time to time, as well after as before maturity, and if interest as compounded is not paid within one (1) month from the time of default, a rest shall be made, and compound interest at the Applicable Rate shall be payable on the aggregate then due, as well after as before maturity, both before and after default, demand and judgement and so on from time to time and all such interest and compound interest shall be a charge on the Charged Premises.
- 3.4 All interest in arrears shall be treated (as to payment of interest thereon) as Principal and shall bear compound interest, as well after as before maturity, default and judgement as provided in Section 3.3 hereof.
- 3.5 The Borrower will pay interest, including interest on overdue interest, at the Applicable Rate on any arrears of instalments of interest, and any payment by the Borrower shall be applied by the Lender first on account of interest and then on account of principal.
- 3.6 All payments of principal and interest pursuant to Section 3.1 shall be made to and received by the Lender prior to 3:00 p.m. on the date due, failing which such payment shall be deemed received on the next succeeding Business Day provided that in such case, such extension of time shall be included for the purpose of computation for interest; provided further that in the event any payment is due on a day which is not a Business Day, it shall be payable prior to 3:00 p.m. on the next succeeding Business Day and provided such payment is received by such date and such time, then, save in respect of repayment of the Indebtedness at the Maturity Date where interest shall be charged for extensions to the next succeeding Business Day, interest shall not be charged for such extension.

ARTICLE 4 - CRIMINAL RATE OF INTEREST

4.1 Notwithstanding any other provisions of this Charge, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, (Canada), as the same shall be amended, replaced or re-enacted from time to time) payable to the Lender under this Charge exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Charge lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and the amount of such payment or collection in excess of that lawfully permitted shall be refunded by the Lender to the Borrower.

ARTICLE 5 - INTEREST ACT (CANADA)

- 5.1 For the purposes of this Charge, whenever interest is payable or stated not on the basis of a yearly rate, such rate of interest may be determined by multiplying the Applicable Rate by a fraction the numerator of which is the actual number of days in the calendar year in which the same is to be ascertained and the denominator of which is the number of days in the period for which such rate is determined to be payable.
- 5.2 All calculations of interest or fees under this Charge are to be made on the basis of the stated rates set out herein and not on any basis which gives effect to the principle of deemed re-investment.

ARTICLE 6 - PREPAYMENT

6.1 Subject to prepayment provisions provided for in the Commitment, if any, or early maturity by reason of the acceleration of the repayment of the Indebtedness at the option of the Lender upon the occurrence of an Event of Default, the Borrower shall not be entitled to prepay all or any portion of the Principal under this Charge prior to the Maturity Date.

ARTICLE 7 - NO OBLIGATION TO ADVANCE

- 7.1 The Borrower acknowledges and agrees that the Lender is not bound to make any advance of any of the Principal Sum or any unadvanced portion thereof by reason of the registration of this Charge in any place or registry office or the advance of any part of the said Principal Sum, it being acknowledged by the Borrower that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained herein being true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the Security or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.
- 7.2 In the event this Charge is registered and either no advance whatsoever is made hereunder by the Lender or the Borrower's ability to draw down funds is terminated by the Lender before any funds are advanced, the Lender will, at the expense of the Borrower and upon payment of all monies, costs, fees and disbursements then due to the Lender, promptly upon request by the Borrower execute and deliver to the Borrower, or any agent thereof, registrable discharges of this Charge and of the Security, for use in every registry office where they or notices thereof have been recorded or filed; provided that the Borrower acknowledges that this Section 7.2 shall be of no effect once any advance of the funds is made hereunder by the Lender.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 The Borrower represents and warrants in favour of the Lender, acknowledging that the Lender is relying on such representations and warranties in extending the Loan:
- (a) The Borrower is a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and has all necessary corporate power and authority to enter into this Charge and the Security and to perform or cause to be performed its obligations contained herein and therein, to own and operate the Charged Premises and to carry on it business pertaining thereto as presently carried on;
- (b) There are no provisions in the articles or bylaws of the Borrower or any unanimous shareholders agreement of or with respect to the Borrower or to which the Borrower is a party which restrict, limit or regulate in any way the powers of the Borrower to borrow on credit or to issue, sell or pledge any of the property or assets now or hereafter owned by it to secure its debt obligations, save and except any provisions which have been complied with. No steps or proceedings have been taken or are pending to amend or supersede the articles or bylaws of the Borrower in a manner which would impair or limit the Borrower's ability to perform its obligations hereunder or under the Security;
- (c) The Borrower has taken all necessary corporate action to authorize the execution and delivery of this Charge and the Security, and performance of the provisions of each in accordance with its terms;
- (d) The authorization, creation, execution or delivery of this Charge or the Security or the Borrower's performance of its obligations hereunder or thereunder does not require any approval or consent of any Governmental Authority having jurisdiction nor will any such action be in conflict with or contravene any of the Borrower's articles, bylaws, unanimous shareholders agreement, if any, or resolutions of directors or shareholders, or the provisions of any indenture, instrument, agreement or undertaking to which the Borrower is a party or by which it or its properties or assets are bound, or result in the creation, imposition or cyrstallization of any hypothec, title retention, charge, pledge, lien, encumbrance or security interest of any kind upon any of its property or assets subject to the Charge or security interest created thereby or by the Security other than in accordance with the provisions of this Charge and the Security. This Charge and the Security when executed and delivered will constitute valid and legally binding obligations of the Borrower, enforceable against it in accordance with its terms;
- (e) There is not now pending or, to the best of the Borrower's knowledge or belief after due inquiry, threatened against the Borrower, any litigation, action, suit, investigation or other proceeding by or before any court, tribunal or other competent Governmental Authority which would materially adversely affect the present or prospective ability of the Borrower to perform its obligations under this Charge or the Security, as the case may be, or which calls into question the validity or enforceability of this Charge or the Security;

- (f) No Event of Insolvency has occurred or is threatened or pending;
- (g) The Borrower is the registered owner of and has a good and marketable title in fee simple to the Lands, and, unless otherwise disclosed to the Lender in writing, is the legal and beneficial owner of the Charged Premises, free and clear of all security interests, charges, liens and other encumbrances whatsoever except for the Permitted Encumbrances, which Permitted Encumbrances are in good standing;
- (h) The Borrower has the right to charge the Charged Premises to the Lender;
- (i) The Borrower has not received any notice of or threat of a lien under the Construction Lien Act (Ontario), as amended, against the Charged Premises nor has any lien been registered against the Charged Premises in respect of labour, materials or services furnished with respect to any improvement thereon which has not been discharged;
- (j) Unless expressly stipulated in the Commitment, the Charge is not being given with the intention to use the proceeds thereof to finance any alterations, additions or repairs to, or any construction, erection, demolition or installation on the Charged Premises or any structure thereon;
- (k) Unless expressly stipulated in the Commitment, the Charge is not a building mortgage, within the meaning of the Construction

 Lien Act (Ontario), as amended, and the funds to be advanced by the Lender are not being used to repay a building mortgage;
- There has been no improvement or materials supplied on or in respect of the Charged Premises in respect of which a
 construction lien could arise and which has not been completed or abandoned within the forty-five (45) days immediately
 preceding the date hereof;
- (m) Except as disclosed to the Lender in writing, the existing and proposed uses, the operation of the Charged Premises and the business conducted thereon comply and, to the best of the Borrower's knowledge and belief, have (including all prior uses) at all times complied with all Applicable Laws, including all Environmental Laws, and the Borrower is not in violation of, and does not violate, by virtue of the ownership, use, maintenance or operation of the Charged Premises or the conduct of any business related thereto, any Applicable Laws, including all Environmental Laws;
- (n) The Charged Premises may be charged by the Borrower in compliance with the Planning Act (Ontario), and no severance of any
 adjoining lands owned by the Borrower is required;
- (o) All financial statements and data delivered or presented to the Lender by the Borrower up to and including the date hereof are true and correct in all material respects as at the dates and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender all financial information relevant to the Lender in respect of making the Loan and there is no information, financial or otherwise, which has not been disclosed to the Lender which would be material to the Lender in its decision to advance the Loan, and, without limiting the foregoing, neither the Guarantor(s) nor the Borrower has failed to disclose to the Lender any facts or information material to the making of the Loan;
- (p) No Event of Default, or an event which with the giving of notice, lapse of time or otherwise, would constitute an Event of Default exists;
- (q) Each Permitted Encumbrance is in good standing and all obligations and covenants required to be met or complied with thereunder on the part of the Borrower have been complied with and, in respect to any other party thereto to the best of the Borrower's knowledge and belief, have been met or complied with;
- All Leases entered into as of the date hereof are valid, subsisting and enforceable leases and are in good standing as of the date hereof without right of set-off or abatement;
- (s) The Borrower is not bound by any indenture, agreement, lease or other instrument, nor is it subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction or any of the Applicable Laws, which materially adversely affects its business operations in respect of the Charged Premises or the performance of its obligations under this Charge or the Security;
- (t) The Borrower has complied with all Applicable Laws in respect of any residential unit located on the Charged Premises, including in respect of any conversion, demolition, rentals charged or filings or applications to be made and there are no outstanding orders, decisions or directives made or pending which are or would be adverse to the Borrower or the Charged Premises in respect of any residential unit located on the Charged Premises;
- Each partner of the limited partnership of which the Borrower is the general partner is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (v) With respect to each partner of the limited partnership of which the Borrower is a general partner that is a Canadian corporation, either (i) the shares of that corporation do not derive their value, directly or indirectly, primarily from foreign property, all within the meaning of the *Income Tax Act* (Canada) or (ii) the corporation is a corporation described in subsection 206(1.1) of the *Income Tax Act* (Canada), as that provision may be amended from time to time;
- (w) The Borrower shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Lands intended to rank subordinate to this Charge; and
- (x) The Borrower is not and shall not be during the Term (without the prior written consent of the Lender), a farmer within the meaning of the Farm Debt Mediation Act (Canada).
- The representations and warranties set out in this Article 8 shall speak as of the date made, survive the execution and delivery of this Charge and the making of any advance hereunder and continue to be true and accurate during the Term of this Charge, notwithstanding any investigations or examinations which may be made by the Lender or the Lender's solicitors and the Lender shall be deemed to have relied on such representations and warranties in making advances under the Loan.

8.3 The Borrower shall indemnify and save harmless the Lender from and against all losses, damages, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from any omission, inaccuracy or misrepresentation of the Borrower herein relating to or concerning the Charged Premises and with respect to all losses, charges, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from or arising in connection with environmental matters relating to, arising from, in connection with or concerning the Charged Premises, whether referred to or contemplated herein or hereby.

ARTICLE 9 - COVENANTS

- 9.1 The Borrower covenants with the Lender that upon the occurrence of an Event of Default, the Lender shall have quiet possession of the Charged Premises, free from any encumbrances, save and except for the Permitted Encumbrances.
- 9.2 The Borrower shall not without the prior written consent of the Lender, which may be withheld in the sole discretion of the Lender permit or suffer to exist any charges, liens, security interests or other encumbrances against the Charged Premises, save and except for the Permitted Encumbrances; and the Borrower shall maintain the Permitted Encumbrances in good standing and provide notice to the Lender forthwith of any default under any of the Permitted Encumbrances.
- The Borrower shall not initiate, permit or suffer to exist any Event of Insolvency, in respect of itself or, to the extent that the Loan, this Charge or the Security is affected by the occurrence of any such event, of any related person or corporation, including without limitation, any parent corporation of the Borrower. The Borrower covenants and agrees (i) to provide two Business Days' notice prior to the occurrence of an Event of Insolvency (an 'Insolvency Notice'), and agrees that the receipt of an Insolvency Notice by the Lender shall constitute an immediate Event of Default if the Borrower or any Guarantor(s) is an applicant or takes the benefit of such statute or proceeding or if any of these proceedings otherwise affect the rights or entitlements of the Lender under the Loan, this Charge or the Security or the Lender's ability to enforce this Charge or the Security, and (ii) prior to the commencement of any such proceedings, to deliver to the Lender copies of all relevant filing materials, including, without limitation, copies of draft court orders, plans of compromise, proposals and notices of intention, it being intended by the Borrower that the Lender be entitled during the period after receipt of an Insolvency Notice to enforce this Charge and the Security for the purpose of, among other things, taking possession and control of the Charged Premises, in the Lender's sole discretion.
- 9.4 The Borrower shall not, without the prior written consent of the Lender, initiate, join in or consent to any change to or modification in any private restrictive covenant, municipal or other governmental law, rule or regulation, by-law, or any other public or private restrictions, limiting or defining the uses which may be made of the Charged Premises, or any part thereof and which could adversely affect the Charge, the Security, the day- to-day operations of the Charged Premises, the income derived therefrom or the value of the Charged Premises.
- 9.5 The Borrower shall comply in all respects with all covenants, deed restrictions, easements and Applicable Laws which pertain to the ownership, use or operation of the Charged Premises or the performance by the Borrower of its obligations under this Charge and shall ensure that all representations and warranties contained herein continue to be true and accurate at all times during the Term.
- 9.6 The Borrower shall permit the Lender, or cause to be made available to the Lender, access to all records, both written and electronic, pertaining to the Charged Premises and upon request shall make copies of such information for the Lender. For such purposes, the Lender shall have reasonable access to the Charged Premises or such other place as such records are kept upon reasonable prior written notice to the Borrower.
- 9.7 The Borrower shall fulfil on a timely basis any undertaking provided by it to the Lender at the time of the advance of the Loan.
- 9.8 The Borrower covenants to ensure that this Charge will remain a valid and enforceable mortgage of the Charged Premises with first priority subject only to the Permitted Encumbrances and the Borrower will fully and effectively maintain and keep the Security as valid and effective security during the currency hereof.
- 9.9 The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting the Charged Premises if the result thereof might have a material adverse effect on the Charged Premises, the financial condition or operations of the Borrower or any Guarantor(s) or its ability to perform its obligations hereunder and shall, from time to time, furnish to the Lender all reasonable information requested by the Lender concerning the status of such litigation, proceeding or dispute and shall in all such cases diligently and in good faith proceed to defend, settle or otherwise deal with any such litigation, proceeding or dispute in a commercially reasonable manner.
- 9.10 The Borrower shall promptly give notice to the Lender upon becoming aware of and provide particulars in respect of:
 - (a) An Event of Default or any event which with the passage of time or giving of notice would constitute an Event of Default;
 - (b) Any default under a Lease;
 - (c) Details of material renovations to the Charged Premises when the Borrower intends to or reasonably anticipates that it will renovate the Charged Premises;
 - (d) Any default under any Permitted Encumbrance;
 - (e) Any notice of expropriation, action or proceeding materially affecting the Charged Premises or the violation of any Applicable Law which may have a material adverse affect on the Charged Premises; and
 - (f) Any matter which may have a material adverse affect upon the Borrower or the Guarantor(s) or Charged Premises or the operations conducted thereon, or the security constituted by this Charge and the Security.
- 9.11 The Borrower covenants at all times:

- (a) to perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases (except the extent the same have been expressly waived by the other parties to such Leases and except in circumstances where the tenant is in default and the Borrower is acting prudently and in the best interests of the Charged Premises);
- to maintain or cause to be maintained the Lease Rights in good standing and not to do, permit to be done or omit to do anything which may impair the enforceability of the Lease Rights;
- save for the deposits for the first and last month rentals, not to accept Rents more than one (1) month in advance of the dates when Rents fall due;
- (d) not to enter into Leases which are not at arm's length unless the terms thereof are at least equal to current market terms;
- (e) not to enter into Lease which do not constitute Major Tenant Leases (each of which must be approved by the Lender as hereafter provided) unless such leases are substantially on Lender pre-approved standard lease forms and not to enter into Major Tenant Leases without the Lender's approval as hereafter provided;
- (f) not to or to permit termination, alteration or amendment or waiver of rights or remedies or otherwise take any action with respect to any of the Leases which in the aggregate would create a material reduction in Rents from those payable as of the date hereof, without the prior approval of the Lender;
- (g) not to further assign, mortgage or pledge or permit the assignment, mortgaging or pledging of any Lease or the rents thereunder, save for assignments by tenants of their tenant's interest in Leases, to the extent permitted under such Leases; and
- (h) to ensure in respect of all Leases now or hereafter entered into that (i) the tenant thereunder, at the option of the Lender, subordinates its lease to the security of this Charge and attorns to and becomes a tenant of the Lender or any purchaser from the Lender in the event of the exercise of a sale remedy by the Lender, for the unexpired residue of the term and upon the terms and conditions of said lease, provided the Lender will agree to enter into non- disturbance agreements on commercially reasonable terms with all such tenants; and (ii) at the request of the Lender, provide as further security specific assignments of Leases hereinafter entered into.
- 9.12 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, enter into any agreement or document in respect of the Charged Premises (except for leases in accordance with the terms hereof and the Security) which is material to the ownership, value, operation, or use of the Charged Premises unless the same is in the ordinary course of business.
- 9.13 With respect to any Major Tenant Lease, the Borrower shall not and shall not permit without the prior written consent of the Lender;
 - (a) cancel or modify any Major Tenant Lease, release the obligations of any lessee thereunder, accept a surrender of a Major Tenant Lease, accept any prepayment of Rents thereunder or consent to any sublet or assignment by the lessee under any Major Tenant lease (except where the provisions of such Major Tenant Lease require the landlord to do so); or
 - (b) enter into any Major Tenant Lease unless the terms, form and substance of such Major Lease is satisfactory to the Lender, acting reasonably; or
 - (c) to further assign, mortgage, pledge, hypothecate or otherwise deal with any Major Tenant Lease.
- 9.14 The Borrower shall do or cause to be done all things necessary to keep in full force and effect all rights, franchises, licences and qualifications necessary or incidental to perform or cause to be performed its obligations contained in this Charge and the Security and to carry on its business pertaining thereto as presently carried on.
- 9.15 The Borrower shall from time to time to pay or cause to be paid all amounts related to taxes, wages, workers compensation obligations, government royalties, and any other similar amounts relating to the business conducted on the Charged Premises if non-payment thereof may result in an encumbrance (other than a Permitted Encumbrance) against the Charged Premises or any of the assets secured in favour of the Lender by the Security.
- 9.16 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, cause or permit any change in the status of the Borrower that results in the representations contained in Subparagraph 8.1(u) or Subparagraph 8.1(v) ceasing to be accurate in all material respects.
- 9.17 The Borrower covenants, subject to the rights of reorganization herein contained, to continue as a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and maintain all necessary corporate power and authority to perform or cause to be performed its obligations contained herein and in the Security, to own and operate the Charged Premises and to carry on its business pertaining thereto as presently carried on.
- 9.18 The Borrower covenants that, unless in respect of a reorganization of the Borrower permitted under Paragraph 18.1(h) or with the consent of the Lender as provided therein, no steps or proceedings will be taken to amend or supersede the articles or bylaws of the Borrower and in any event no steps or proceedings, including any reorganization of the Borrower, will be taken in a manner which would impair or limit the Borrower's or its successor's ability to perform its obligations hereunder or under the Security.
- 9.19 The Borrower will not enter into any indenture, agreement, lease or other instrument, nor become subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction, which materially adversely affects the Charged Premises.

ARTICLE 10 - TAXES/LIENS

10.1

- (a) The Borrower shall pay or cause to be paid, all Taxes together with such other amounts, the failure to pay which would give rise to a lien against the Charged Premises, as and when the same shall fall due and payable (collectively, the "Bills").
- (b) With respect to Taxes at the option of the Lender, the Borrower shall pay to the Lender in equal monthly instalments on the first day of each month in each calendar year during the Term, commencing on the first day of the month next following the Interest Adjustment Date, one-twelfth (1/12) of the annual Taxes (or such amount as may be required in order to pay the Taxes as they become due) as reasonably estimated by the Lender, said payments of Taxes shall be paid to the Lender in addition to the instalments of interest due and payable under this Charge, to be deposited upon receipt and held by the Lender in an interest-bearing account for the payment of Taxes, with interest to accrue thereon to the benefit of the Borrower and to be credited in reduction of the amount required to be paid to the Lender for Taxes. The Lender agrees that upon and subject to receipt of monies for Taxes it will remit such monies to the proper municipal offices in payment of Taxes as required from time to time; provided that if any Event of Default shall occur and be continuing, then the Lender, at its sole option, may apply all or any part of any funds held in such account to any amount due hereunder, whether principal, interest or otherwise. The Borrower shall also pay, or cause to be paid, to the Lender before the due date for the payment of Taxes (or next periodic instalment date therefor, as the case may be) any sums in addition to the aforesaid monthly instalments which may be required in order that out of such sums held in trust or escrow by the Lender and such additional sums, the Lender may pay the whole amount of Taxes assessed thereto, on the due date for payment thereof. Notwithstanding the foregoing provisions of this Paragraph 10.1(b), the Borrower acknowledges that the Lender is under no obligation to collect from the Borrower monthly instalments on account of Taxes. In addition, the Borrower acknowledges its obligation to pay all Taxes when due, whether or not the payment of all Taxes are the responsibilities of tenants and whether or not such tenants have remitted the same to the
- (c) The Lender may, after written notice being given to the Borrower, pay all unpaid and due Taxes, and any amounts, the failure to pay which would give rise to a lien and any amounts so paid by the Lender shall become part of the Principal hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender with interest at the Applicable Rate until paid.
- (d) If the Charged Premises or any part thereof are sold or forfeited for nonpayment of Taxes while any sum remains unpaid hereunder, the Lender may acquire the title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Lender may pay, either in its own name or in the name of the Borrower and on the Borrower's behalf, any and all sums necessary to be paid to redeem such land so sold or forfeited, and to revest such lands in the Borrower, and the Borrower hereby nominates and appoints the Lender as agent to pay such monies on the Borrower's behalf and in the Borrower's name, and any monies so expended by the Lender shall become part of the Principal Sum hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender and until so paid shall bear interest at the Applicable Rate or in the alternative, the Lender may purchase the Charged Premises at any tax sale of the same.
- (e) Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest or defend any actions brought to recover, or appeal any judgments recovered against it in respect of any Bills, or other like charges, or any construction or other liens levied or registered against the Charged Premises, by appropriate proceedings diligently conducted in good faith, provided that the Borrower shall have first deposited with the Lender, or otherwise provided to the reasonable satisfaction of the Lender, such security as the Lender acting reasonably may require including, without limitation, security for the payment of such Bills, charges or liens and any costs payable in connection therewith, and further provided that the Lender shall have determined, to its reasonable satisfaction, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall not materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises. Should the Lender at any time thereafter determine, in its reasonable discretion, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises, the Lender may realize upon such security for payment as aforesaid and pay such Bills, charges or liens. Upon termination of such proceedings, the Borrower shall promptly pay or cause to be paid the amount of the Bills, charges or liens and any other costs, fees, interest and penalties as are properly payable upon determination of such proceedings and promptly cause any tax notifications, caveats, liens, certificates of or pertaining litigation or any other form of notice or encumbrance in respect thereof to be promptly discharged from the title to the Charged Premises at the sole expense of the Borrower whereupon all such security deposited or otherwise provided to the Lender and any proceeds from the realization thereof not paid on account of Bills as aforesaid, shall be returned and paid to the Borrower.
- (f) The Borrower agrees to and does hereby indemnify the Lender against all claims, demands, costs, damages and expenses which arise in respect of any default, late payment, omission, act or proceeding by the Borrower, under or in respect of this Section 10.1.
- (g) If the Lender comes into and for as long as it is in possession of the Charged Premises, the Lender, in its sole discretion, shall be entitled to and shall enjoy all the rights of the Borrower set out in Paragraph 10.1(d) hereof, to the exclusion of the Borrower.

ARTICLE 11 - INSURANCE

The Borrower will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Lender, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Lender. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also

insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Lender, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Lender. Evidence of continuation of all such insurance having been effected shall be produced to the Lender at least fifteen (15) days before the expiration thereof, otherwise the Lender may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Borrower and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Lender may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Lender and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Lender therefore shall be payable forthwith by the Borrower with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Lender as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

- 11.2 During any construction on the Charged Property, the Borrower shall maintain:
 - (i) Builders' all-risk coverage for 100% of the construction cost with loss payable to the Lender by way of an Insurance Bureau of Canada ("IBC") approved mortgage clause. The policy must cover flood, earthquake, building by-laws, delayed opening, must allow for partial occupancy of the premises and provide for interim loss payments during reconstruction;
 - (ii) Wrap-Up Liability coverage in an amount not less than \$10,000,000 per occurrence;
 - (iii) Project performance and completion bonds and insurance, including coverage for labour and material bonds;
 - (iv) Professional Liability coverage in an amount not less than \$10,000,000.

ARTICLE 12 - ENVIRONMENTAL

12.1 The following capitalized terms shall have the following respective meanings:

"Environmental Approvals" means all applicable permits, licences, authorizations, consents, directions or approvals required by Governmental Authorities pursuant to the Environmental Laws with respect to the use, occupation, ownership or operation of the Charged Premises;

"Environmental Laws" means all applicable federal, provincial and municipal laws, by-laws, regulations, executory orders, judgments and protocols, relating in whole or in part, to the environment or its protection, and without restricting the generality of the foregoing, includes without limitation, those laws relating to the manufacturing, processing, use, handling, packaging, labelling, sale, storage, recycling, transportation, treatment, destruction, burial or disposal of Hazardous Substances, employee safety, and the emission, discharge, release, deposit, issuance, spraying, dumping, throwing, pouring, spilling, emptying, placing, leaking, seeping, exhausting or abandonment of Hazardous Substances into the atmosphere, air, surface water, ground water, land surface or subsurface strata and, in each such case, as such Environmental Laws may be amended or supplemented from time to time, and "Environmental Law" means any of them;

"Hazardous Substance" means any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in or the object of any Environmental Law, the presence of which in the environment is in contravention of any Environmental Law; and

"Inspections" means all inspections, evaluations or tests conducted by the Lender or any agent or consultant thereof for the purpose of determining the environmental condition of the Charged Premises, as the Lender may deem appropriate, acting reasonably.

- 12.2 The Borrower represents and warrants (which representations and warranties shall continue throughout the Term of the Loan) that:
 - (a) The condition and use of the Charged Premises is and, to the best of the Borrower's knowledge, any prior use of the same was, in compliance in all material respects with all applicable Environmental Laws;
 - (b) The Charged Premises is not subject to any judicial or administrative proceedings alleging violation of any Environmental Laws and there are no outstanding orders or proceedings against the Charged Premises from a Governmental Authority responsible for protecting the environment alleging the violation of any Environmental Laws;
 - (c) To the knowledge of the Borrower, the Charged Premises is not the subject of any investigation by Governmental Authorities having jurisdiction evaluating whether any remedial action is needed to respond to a contravention of any Environmental Laws; and
 - (d) There is no contingent liability of which the Borrower has knowledge or reasonably should have knowledge in connection with the contravention of any Environmental Laws.
- 12.3 The Borrower covenants with the Lender:
 - (a) If not already provided, to provide to the Lender within ninety (90) days of the execution of this Charge, an environmental audit with respect to the Lands, and if an event shall have occurred after the date of this Charge, which the Lender, acting reasonably, believes may have resulted or may result in material adverse change in the environmental condition of the Charged Premises or any part thereof, to provide such further environmental audits as the Lender may require;
 - (b) To provide notice within fifteen (15) days of either having learned of any enactment or promulgation of any Environmental Laws which may result in any material adverse change in the condition, financial or otherwise, of the

Charged Premises;

- (c) To defend, indemnify and hold harmless the Lender, its directors, officers, employees, agents and their respective successors and assigns, against any and all loss, cost, expense, claim, liability or alleged liability arising out of any environmental damage occasioned to the Charged Premises contravention of any Environmental Laws;
- (d) To, at all times and at its own expense, conduct its business and maintain the Charged Premises in compliance with all Environmental Laws and Environmental Approvals including causing all tenants of the Charged Premises to comply with the same;
- (e) If the Borrower:
 - receives notice from any Governmental Authority having jurisdiction that violation of any Environmental Law
 or Environmental Approval has been committed by the Borrower or any tenant with respect to the Charged
 Premises;
 - (ii) receives notice that any remedial order or other proceeding has been filed against the Borrower or any tenant alleging in respect of the Charged Premises violations of any Environmental Law or requiring the Borrower to take any action in connection with the release of a Hazardous Substance into the environment; or
 - (iii) receives any notice from a Governmental Authority having jurisdiction in respect of the Charged Premises that the Borrower or any tenant may be liable or responsible for costs associated with a nuisance or a response to, or clean up of, a release of a Hazardous Substance into the environment or any damages caused thereby;

to provide to the Lender a copy of such notice within ten (10) days of the Borrower's receipt thereof, and thereafter shall keep the Lender informed in a timely manner of any developments in such matters, and shall provide to the Lender such other information in respect thereto as may be reasonably requested by the Lender from time to time and shall proceed to deal with the same diligently and in good faith in order to bring the Charged Premises into compliance to the extent necessary to comply with Environmental Laws;

- (f) Unless in existence on the Charged Premises on the date of this Charge, not to use, discharge, transport or install in or upon the Charged Premises any material or equipment containing PCBs or permit any tenant of the Charged Premises to do so and, to the extent in existence on the Charged Premises as of the date of this Charge, to maintain the same in compliance with all Environmental Laws;
- (g) To maintain, and to require all occupants of the Charged Premises to maintain in good leak-proof condition all above-ground and underground storage tanks and drums on the Charged Premises;
- (h) Not to install asbestos or permit asbestos to be installed in the Charged Premises. With respect to any asbestos present in the Charged Premises on the date of this Charge, the Borrower shall, at its expense, promptly comply with the requirements of Environmental Laws and Governmental Authorities respecting the use, removal and disposal of asbestos; and
- (i) To obtain or cause its solicitors to obtain copies of all relevant environmental studies or assessments of the Charged Premises which the Borrower or its solicitors or agents have commissioned or which are in the possession or control of the Borrower, as of the date of this Charge and, to the extent any such assessments or studies are required by the Lender from time to time, to promptly provide same to the Lender upon request and hereby authorizes and directs its solicitors, agents and consultants to promptly release same to the Lender.
- Having due regard to the rights of any tenant of the Borrower, the Lender and its employees and agents shall have the right, and are hereby granted permission by the Borrower, to enter the Charged Premises from time to time, and to have access to the Borrowers' relevant documents and records, in order to conduct Inspections, to determine compliance with Environmental Laws as the Lender, acting reasonably, may deem appropriate. Inspections shall be:
 - (a) at such times and to such extent as may be reasonable in the circumstances on prior notice to the Borrower if the Lender has reasonable grounds for believing that:
 - there are, contrary to Environmental Laws or Environmental Approvals, Hazardous Substances in or upon the Charged Premises which have not been disclosed to and approved by the Lender and appropriate Government Authorities; or
 - the Borrower is in breach of any environmental representations in this Charge or its covenants in this Article; or
 - (iii) the Borrower is not in compliance with any Environmental Laws or material Environmental Approvals; and
 - (b) at any time without prior notice upon the occurrence of an Event of Default which is continuing.

If the Borrower is found not to be in compliance with the Environmental Laws or Environmental Approvals and such failure to comply becomes an Event of Default that is continuing, the Lender may, at its option (but without any obligation to do so) take such actions as are required, acting reasonably, to bring the Charged Premises into compliance, and the costs thereof shall immediately become due and payable to the Lender by the Borrower and shall be secured by the Security.

- 12.5 The Lender shall not, by virtue of being the chargee under this Charge or the enforcement of its rights contained herein for purposes of the Environmental Laws, be or be deemed to be the owner of, any of the Charged Premises, or to have management, charge, control, occupation or possession of any of the Charged Premises or the businesses of the Borrower, or of any Hazardous Substances located on, upon or within any of the Charged Premises.
- 12.6 The Borrower hereby covenants and agrees to be responsible for, and to indemnify and hold harmless the Lender and each of its

officers, directors, employees, shareholders, all unitholders of any pooled funds under its management and agents and their respective successors and assigns (in this Section, collectively referred to as the "Indemnified Parties") from and against all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees and all costs incurred in the investigation, pursuing of any claim, or in any proceeding with respect to, defense and settlement of any item or matter hereinafter set out) that the Indemnified Parties may incur or suffer, directly or indirectly as a result of or in connection with:

- (a) Any inaccuracy in or breach of the Borrower's representations and warranties relating to the environmental matters contained herein;
- (b) The presence of any Hazardous Substance on, upon or within the Charged Premises, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Charged Premises of any Hazardous Substance, whether or not there is compliance with all applicable Environmental Laws and Environmental Approvals;
- (c) The imposition of any remedial order affecting the Lands, or any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Charged Premises by any person, including the Borrower, the Lender or any person acting on behalf of the Lender; and
- (d) Any diminution in the value or any loss on the disposition of the Charged Premises arising directly or indirectly as a result of the presence on the Lands of any Hazardous Substance, or as a result of the imposition of any remedial order or the breach by any person of any Environmental Law or Environmental Approval.

This indemnity shall survive the satisfaction and release of this Charge and the Security and the payment and satisfaction of all indebtedness hereunder. The benefit of this indemnity may be assigned by the Lender to any successor or assign of the Lender and the Borrower hereby consents to any such assignment.

ARTICLE 13 - ASSIGNMENT OF RENTS AND LEASES

- 13.1 As further security for the payment of all monies owing and the performance of all obligations to be performed hereunder, the Borrower does, as and by way of security, hereby sell, assign, transfer and set over unto to the Lender all of the Borrower's right, title and interest, both at law and equity, in and to the Lease Rights, to hold and receive the same unto the Borrower with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and enforce payments of the same and enforce performance of the obligations of tenants under the Leases, provided, however, that, subject to the terms of this Charge, the Borrower shall have the full right, so long as no Event of Default has occurred and is continuing, to continue to collect Rents, to take or cause to take all actions as it deems necessary with respect to the Lease Rights, acting as a reasonable lessor.
- 13.2 It is expressly acknowledged and agreed by the Borrower that nothing contained in this Charge shall oblige the Lender to assume or perform any obligation of the Borrower to any third party in respect of or arising out of the assigned Lease Rights. The Lender may, however, after the occurrence of an Event of Default and while such Event of Default continues, at its option, assume or perform any such obligation as the Lender considers necessary or desirable to obtain the benefit of the Lease Rights, free of any set-off, reduction or abatement, and any money expended by the Lender in this regard shall form part of or be deemed to form part of the indebtedness secured by this Charge and shall bear interest at the Applicable Rate.

ARTICLE 14 - MANAGEMENT AND REPAIR

- 14.1 The Borrower shall cause the Charged Premises at all times to be professionally maintained, managed and operated and fully and continuously operational during customary business hours, including all uses ancillary or incidental to its operations, at all times, by competent managers and staff of proper background and training, in a first class manner consistent with the management and operation of other properties which are of size, location, use, class, age and type comparable to the Charged Premises, and the Borrower shall obtain the Lender's prior written approval of any manager and any management contract with any manager which may be entered into by the Borrower for the management of the Charged Premises. In addition to any other rights hereunder of the Lender, the Lender shall have the right, acting reasonably, to replace the manager at the expense of the Borrower in the event the management standards are not maintained as required hereunder and the situation is not remedied within thirty (30) days after written notice from the Lender. The Lender acknowledges and approves, as of the date hereof, of the Borrower or a company controlled by the Borrower acting as manager of the Charged Premises provided that the Charged Premises are managed and maintained in accordance with the provisions hereof.
- The Borrower shall promptly repair, maintain, restore, replace, rebuild, keep, make good, finish, add to and put in order, or cause to be so done, the Charged Premises, so that the same shall, at all times, be in good condition and repair and to pay or cause to be paid when due all claims for labour performed and materials furnished therefor. The Borrower shall not commit or suffer any waste of the Charged Premises nor take any action that might invalidate or give cause for cancellation of any insurance maintained in respect of the Charged Premises. No building or other property now or hereafter charged by this Charge shall be removed, or demolished or nor shall the structure of any building be materially altered, redeveloped, retrofitted or renovated, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien or charge of this Charge, such fixed equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, and if necessary for the operation of the Charged Premises such equipment shall be replaced with other equipment of a quality comparable to that of the replaced equipment and free from any lien, title retention agreement, conditional sale contract, security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such fixed equipment to the lien or charge of this Charge, or, (b) any net cash proceeds received from such disposition shall, at the option of the Lender, be paid over promptly to the Lender to be applied in a manner determined by Lender in its sole discretion toward the payment of any amounts owing hereunder or secured hereby. The Borrower shall notify the Lender promptly of any material damage to or defects in any of the Improvements, and thereafter forthwith shall make or cause to be made such repairs thereto as are required to correct any such damage or defects and return the Charged Premises to a state of condition and repair equivalent to the state of condition and repair required by the provisions of this Charge.
- 14.3 The Borrower shall comply with, or cause to be complied with, all statutes including without limitation the provisions of the Construction Lien Act (Ontario), ordinances and requirements of any Governmental Authority having jurisdiction with respect to

the Charged Premises; the Borrower shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Charged Premises.

14.4 The Borrower shall permit the Lender or its authorized agents at all reasonable times to enter upon the Charged Premises and inspect same, and if such inspection reveals that any repairs or like actions are necessary, the Lender may give notice to the Borrower requiring the Borrower to repair, rebuild or reinstate the same, or take such other like action within a reasonable time. Any failure by the Borrower to comply with such notice shall constitute an Event of Default hereunder and the Lender may repair, rebuild or reinstate the Charged Premises at the cost of the Borrower and charge all sums of money determined by the Lender to be properly paid therefor and interest thereon at the Applicable Rate until paid.

ARTICLE 15 - INCREASED COSTS

- 15.1 In the event that as a result of any application of or any change in or enactment of any applicable law, regulation, treaty or official directive after the date hereof (whether or not having the force of law), or in the interpretation of application thereof by any court or by any governmental or other authority or entity charged with the administration thereof which now or hereafter:
 - (a) Subjects the Lender to any tax or changes the basis of taxation, or increases any existing tax, on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Charge (except for taxes on the overall net income of the Lender or capital of the Lender imposed by the Government of Canada or any political subdivision thereof or by the jurisdiction in which the principal or lending office of the Lender is located); or
 - (b) Imposes, modifies or deems applicable any special requirements against assets held by, or deposits in or for the account of or any other acquisition of funds by the Lender or imposes on the Lender a requirement to maintain or allocate capital or additional capital in relation to the Loan; or
 - (c) Imposes on the Lender any other condition with respect to this Charge; or
 - (d) Renders any portion of this Charge illegal or unenforceable;

and the result of any of the foregoing is to increase the cost to the Lender, or reduce the amount of principal, interest or other amount received or receivable by the Lender hereunder or its effective return hereunder in respect of making or maintaining the Loan hereunder or to reduce the payments receivable by the Lender in respect of the Loan by an amount which the Lender deems to be material, the Lender shall promptly give written notice thereof to the Borrower setting out in reasonable detail the facts giving rise to and a summary calculation of such increased costs or reduced payments, and the Borrower shall forthwith pay to the Lender upon receipt of such notice that amount which will compensate the Lender for such additional cost or reduction in income (herein referred to as "Additional Compensation"). Upon the Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Borrower. The Borrower shall forthwith pay to the Lender upon receipt of such notice such Additional Compensation calculated on the date of demand. The Lender shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that the Lender has previously been paid any Additional Compensation. The Lender shall endeavour to limit the incidence of any such Additional Compensation, including seeking recovery for the account of the Borrower, by appealing any assessment at the expense of the Borrower upon the Borrower's request.

- All payments made by the Borrower to the Lender will be made free and clear of all present and future taxes, withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by Applicable Law and are made, the Borrower shall, as a separate and independent obligation, pay to the Lender all additional amounts as shall fully indemnify the Lender from any such taxes, withholding or deduction. Provided, however, that the Borrower shall have no obligation to pay any withholding or like tax which may be exigible, incurred or required as a result of the Lender being a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 15.3 If the result of any law, regulation, treaty or official directive or request or any change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) is such that it is or will become (other than as a result of some positive action of the Lender, including any participation or syndication hereof by the Lender) unlawful for the Lender to make, fund or allow to remain outstanding all or part of the Loan, or to carry out all or any of its other obligations under this Charge and/or the Security or receive interest or any fee at the Applicable Rate, then in such case:
 - (a) The Lender may give written notice to the Borrower of such law, regulation, treaty or official directive or request (whether or not having the force of law) or such change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) which such notice shall certify that such law, regulation, treaty, official directive or request is generally applicable to all other borrowers from the Lender with any accommodation similar to that herein provided; and
 - (b) The Borrower shall prepay the Indebtedness on such date and to such extent as the Lender shall certify to be necessary to comply with the relevant law or change described above;

provided, however, that should the Loan become unlawful, the Lender, without prejudice to its rights to require repayment and without any obligation on its part, will consider other means of funding the Loan which would not be unlawful, would allow the Lender to carry out its obligations in respect of the Loan and would enable the Lender to receive interest at the Applicable Rate, provided always, notwithstanding the foregoing, the Lender is not obligated to provide alternate funding.

ARTICLE 16 - OBTAINING AND MAINTAINING SECURITY

Regardless of whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Borrower or otherwise and in addition to any other amounts provided for herein or otherwise permitted by Applicable Law to be secured hereby, except as herein otherwise provided, the following are to be secured hereby and shall be a charge on the Charged Premises, together with the interest thereon at the Applicable Rate, and all such monies shall be repayable to the

Lender, on demand, except as herein otherwise provided:

- (a) All reasonable and properly chargeable solicitor's, inspector's, valuator's, consultant's, architect's, engineer's, surveyor's and appraiser's fees and out-of-pocket expenses:
 - for drawing and registering this Charge and the Security and financing statements in connection therewith, and attending to advances hereunder;
 - (ii) for examining the Charged Premises and the title thereto up the date hereof;
 - for making and maintaining this Charge as a registered charge on the Charged Premises and maintaining the Security (including the registration and filing of renewals);
 - (iv) for the preparation of this Charge, the Security and any related documents and in exercising or enforcing or attempting to enforce or advising the Lender in respect of defaults hereunder or in pursuit of any right, power, remedy or purpose hereunder or subsisting at law;
 - reasonable allowance for the time, work and expenses of the Lender or of any agent of the Lender in connection therewith; and
- (b) All reasonable sums which the Lender may from time to time advance, expend, incur or suffer hereunder:
 - for insurance premiums, Bills, Taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Premises;
 - (ii) in maintaining, repairing, restoring or completing construction of the Charged Premise;
 - in inspecting, leasing, managing or improving the Charged Premises as permitted hereunder, including the price or value of any goods of any sort or description supplied to be used on the Charged Premises as permitted hereunder; and
- (c) Without limiting the generality of any of the foregoing, the then current reasonable fee of the Lender and/or its solicitor for the following matters:
 - executing any cessation or discharge of this Charge, notwithstanding that said cessation or discharge may have been prepared by the Borrower;
 - (ii) entering into an agreement to amend the interest rate or any other provision in the Charge;
 - (iii) handling any dishonored cheque;
 - (iv) preparing an amortization schedule showing the principal and interest components of payments due under this Charge;
 - the cost of completing a Phase I & II Environmental Audit and such other environmental audits as the Lender may require in its discretion;
 - such other administrative matters as the Lender may perform with regards to the Charge or with regards to any collateral security, as permitted by the Commitment;
 - (vii) the fee charged by the Lender's insurance consultant to review the Borrower's policy of insurance for the subject lands including business interruption insurance if required by the Lender; and
 - (viii) the execution and delivery of any consents, postponements, acknowledgments or any other documents that may be required from the Lender, whether from the Borrower and/or any governmental authorities and/or public/private utilities.
- 16.2 If any action or proceeding be commenced (except an action to foreclose this Charge or to collect the money that is secured hereby) in which the Lender becomes a party or participant by reason of being the holder of this Charge or the indebtedness secured hereby, all sums paid by the Lender for the expense of so becoming a party or participating (including all reasonable and properly chargeable legal costs) shall, on written notice, be paid by the Borrower, together with interest thereon at the Applicable Rate from the dates of payment of such sums by the Lender, and shall be a lien and charge on the Charged Premises, prior to any right or title to, interest in, or claim upon the Charged Premises subordinate to the lien and charge of this Charge, and shall be deemed to be secured by this Charge, and that in any action or proceeding to foreclose this Charge, or to recover or collect the indebtedness secured hereby, provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

ARTICLE 17 - CONDEMNATION AWARDS

- 17.1 The Borrower shall notify the Lender promptly upon it being aware of any and all awards or payments ("Condemnation Award(s)") including interest thereon, and the right to receive the same (save for any portion of any such Condemnation Award paid for remedial purposes and which is actually used for such purpose) which may be made with respect to the Charged Premises, or any part thereof, as a result of:
 - (a) Any condemnation, eminent domain, compulsory acquisition, expropriation or like procedures ("Condemnation"), partial or complete, including any sidewalk or lane; or
 - (b) The imposition, and enforcement, of any restriction, regulation or condition to meet any building or development guideline for development or restriction of or by any municipality or other competent authority; or

 Any other material injury to or decrease in the value of the Charged Premises by any lawful regulation or any governmental authority having jurisdiction;

(any matter referred to in (a), (b) or (c) above being hereinafter called an "Incident of Expropriation") to the extent of all amounts which may be secured by this Charge at the date of receipt of any such Condemnation Award by the Borrower. Notwithstanding the occurrence of any Incident of Expropriation, the Borrower shall continue to pay interest at the Applicable Rate on the Principal Sum. The Borrower does hereby change, assign, set over as transfer to the Lender, as security for the repayment of all Indebtedness.

- 17.2 Any Condemnation Award received by the Lender shall be held by the Lender as part of the security for the Loan subject to application as provided in this Article 17. Pending such application, such amounts received shall be held and invested by the Lender, acting reasonably. If at any time an Event of Default has occurred and is continuing, the Lender may, at its option, apply such amounts in reduction of the amounts owing hereunder.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in the event that any Incident of Expropriation shall occur which, in the reasonable opinion of the Lender, would materially and adversely affect the security of the Charge or any other Security after the application of any Condemnation Award pursuant to Section 17.1 hereof, the Lender may, at its option, declare such incident of Expropriation to be an Event of Default and be entitled to exercise any and all rights and remedies available to it hereunder at law or in equity.

ARTICLE 18 - EVENTS OF DEFAULT

- 18.1 The whole of the Principal Sum together with interest thereon at the Applicable Rate, interest on overdue interest and any amounts payable pursuant to Article 6, and all other amounts secured hereby shall, at the option of the Lender, subject to Section 18.2 hereof, become due and payable and all powers conferred on the Lender herein and hereby shall become exercisable, in like manner to all intents and purposes as if the time herein mentioned for payment of such Principal monies had fully come and expired, if specifically provided for in this Charge, or if any of the following events shall occur (the occurrence of any such event together with the expiry of the applicable cure period, if any, and any other occurrence specifically provided for herein as an Event of Default being collectively referred to as an "Event of Default"):
 - Upon default in payment of any regularly schedule instalment of interest beyond the date such payment is due and payable; or
 - (b) Upon default in payment of the Indebtedness due and owing on the Maturity Date; or
 - (c) Upon default in payment of any Indebtedness (other than an instalment of interest and upon maturity) due hereunder within five (5) Business Days after written notice thereof is provided by the Lender; or
 - (d) Save as otherwise provided for in subparagraphs (a), (b) and (c) hereof or otherwise specifically provided herein, upon any default in the performance of any covenant or obligation of the Borrower hereunder within fifteen (15) days after written notice thereof is provided by the Lender, provided that if such default is curable and the nature of such default is such that the exercise of reasonable diligence of more than fifteen (15) days is required to cure such default, and if such default in the Lender's reasonable discretion does not jeopardize or adversely effect the security interest of the Lender hereunder or adversely affect the Borrower or its ability to perform its obligations hereunder or under the Security or adversely affect the Charged Premises, the Lender will not, for a further sixty (60) days so long as no other Event of Default has occurred, enforce its remedies in respect of such default while and so long as during such time the Borrower is actively continuing to diligently and in good faith cure such default; or
 - (e) If at any time during the Term there is a breach of any representation or warranty contained herein or at any time during the Term if any representation or warranty contained herein is no longer true or accurate or becomes untrue or inaccurate for any reason and provided the same can be rectified, and the same is not rectified within thirty (30) days after written notice thereof is provided by the Lender; or
 - (f) Upon the assignment by the Borrower to any other party of the whole or a part of the rents, income or profits arising from the Charged Premises, without the written consent of the Lender; or
 - (g) The occurrence of an Event of Insolvency; or
 - (h) If without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) the Borrower transfers, sells, conveys, or otherwise disposes of all or any part of the Charged Premises, or any interest therein (other than by way of Leases), whether legal or beneficial or enters into any transaction or series of transactions where all or any part of the Charged Premises becomes the property of another person, whether through reorganization, amalgamation, merger, consolidation or otherwise, or if there is any change in the legal or beneficial interest, in whole or in part, of the Charged Premises; or
 - (i) If, without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) there is any change in the Borrower's corporate control or change in the Borrower's effective control existing as of the date of this Charge; or
 - (ii) the Borrower creates, permits or suffers to exist any mortgage, pledge, charge, loan, assignment, hypothecation, security interest or other encumbrance attaching the Charged Premises other than this Charge, the Security and the Permitted Encumbrances; or
 - (j) Upon default by or non-compliance of the Borrower or any Guarantor(s), or any others bound by or acknowledging to be bound by the terms of this Charge, with respect to any of the provisions of the Security or the Permitted Encumbrances; or

- (k) If the Charged Premises are abandoned; or
- Failure by the Borrower to fulfil, complete or comply with any undertakings delivered by the Borrower to Lender in connection with the Loan in accordance with the terms of such undertakings; or
- (m) Upon any breach, default, non-observance occurring or being alleged, charged or claimed against the Borrower as lessor under any lease or as sublessor under any sublease of the Charged Premises and the Borrower is not diligently proceeding to rectify any such breach, default, non-observance or non-performance or defend any allegations, charges or claims of the same; or
- (n) If this Charge, or any of the Security, shall fail to constitute a legal, valid, binding and enforceable first charge, first assignment or first security interest, each enforceable in accordance with its terms, subject only to Permitted Encumbrances; or
- (o) If in the reasonable opinion of the Lender there occurs an event which has a material adverse effect on the financial condition or operation of the Borrower, the Charged Premises, this Charge, the Security or the ability of the Borrower to pay the Indebtedness or to perform its obligations hereunder or under the Security and which cannot be rectified by the Borrower within a reasonable period of time.
- Save as otherwise specifically provided, an Event of Default hereunder or under any Security shall not have occurred or be deemed to have occurred until the expiration of any applicable notice period, if any, called for in this Charge or in such Security within which the Borrower may remedy such default. In any event, if in the opinion of the Lender, an event has occurred which with the passing of time, the giving of notice or otherwise would constitute an Event of Default and as a result of which the Charged Premises or the property assets and undertaking subject to the Security is materially at risk, the Lender may take such action or exercise such remedies as may be appropriate without notice to the Borrower or the expiry of any cure period.

ARTICLE 19 - REMEDIES

- 19.1 If an Event of Default has occurred hereunder and is continuing (or if the Lender exercises its rights pursuant to Section 18.2 hereof before the occurrence of an Event of Default), then at any time thereafter, but subject always to the waiver thereof by the Lender, the Lender may:
 - (a) Declare the Indebtedness to be immediately due and payable and proceed to exercise any and all rights hereunder or under the Security or any other rights available to it under any other document or instrument or at law or in equity including without limitation, the drawdown of any letter of credit held by the Lender;
 - (b) Commence legal action to enforce payment of the Indebtedness or performance of the obligations by the Borrower to the Lender;
 - (c) At the expense of the Borrower, when and to such extent as the Lender deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein or in the Security, and the reasonable cost thereof with interest thereon at the Applicable Rate until paid, shall immediately become due from the Borrower to the Lender after demand by the Lender upon the Borrower therefor;
 - (d) Pay or discharge any mortgage, encumbrance, lien, adverse claim or charge that may exist or be threatened against the Charged Premises; in any such case, the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - (e) Send or employ any inspector or agent to inspect and report upon the value, state and condition of the Charged Premises and may employ a lawyer to examine and report upon the title to the same;
 - (f) Immediately take possession of all of the Charged Premises or any part or parts thereof by action or otherwise, with power, among other things, to exclude the Borrower, to enforce the Borrower's rights, to preserve and maintain the Charged Premises, to repair, alter or extend the Charged Premises, to lease the Charged Premises, to complete construction and development of the Charged Premises, to operate and manage the Charged Premises and to collect or receive rents, income and profits of all kinds (including taking proceedings in the name of the Borrower for that purpose) and pay therefrom all reasonable expenses and charges of maintaining, preserving, protecting and operating the Charged Premises (payment of which may be necessary to preserve or protect the Charged Premises), and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof, and all sums advanced or expended shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - On default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice, sell and dispose in the Charged Premises with or without entering into possession of the same and with notice to such persons and in such manner and form and within such terms as provided under Part III of the Mortgages Act (Ontario), as amended; and all remedies available may be resorted to and all rights, powers and privileges granted or conferred upon the Lender under and by virtue of any statute or by this Charge may be exercised and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made in the Charged Premises; and the Lender may sell, transfer and convey any part of the Charged Premises on such terms, including on credit for all or part of the consideration, (provided the Borrower shall not be accountable for any default in respect of the credit), secured by contract or agreement for sale, or charge, or otherwise, as shall appear to the Lender most advantageous and for such prices as can reasonably be obtained therefor in the circumstances; and in the event of sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer, charge, or otherwise, the Lender is not to be accountable for or charged with any monies until the same shall be actually received in cash or received by a take-back charge; and sales may be made from time to time of parts of the Charged Premises to satisfy interest and leaving the Principal or part thereof to run with interest at the Applicable Rate; and the Lender may make any stipulations as to title or evidences or commencement of title or otherwise as the Lender shall deem proper and may

buy or rescind or vary any contract for sale; and on any sale or resale, the Lender shall not be answerable for loss occasioned thereby; and for any of such purposes the Lender may make and execute all arrangements and assurances that the Lender shall deem advisable or necessary;

- (h) With respect to the Leases:
 - (i) to demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Borrower, any proceeding which may be, in the opinion of the Lender or its counsel, expedient for the purpose of collecting the Rents or for securing the payment thereof or for enforcing any of the Borrower's rights under the Leases;
 - to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent and any settlement arrived at shall be binding upon the Borrower;
 - (iii) to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents; (iv) to receive, enjoy or otherwise avail itself of the Lease Rights; and
 - on behalf of the Borrower to alter, modify, amend or change the terms of Leases; to terminate Leases, to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases;
- (i) With or without taking possession of all or any part of the Charged Premises, sell, lease or otherwise dispose of the whole or any part of the Charged Premises, as agent for the Borrower and not the Lender, and in exercising the foregoing power, the Lender may, in its absolute discretion:
 - sell, lease or otherwise dispose of the whole or any part of the Charged Premises by public auction, public tender with notice, or by private contract (in the name of or on behalf of the Borrower) or otherwise, with such notice, advertisement or other formality as is required by law;
 - (ii) make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Charged Premises by, from, through or under the Borrower making any claim against the purchaser of the Charged Premises;
 - (iii) grant, rescind, vary or complete any contract for sale, lease or options to purchase or lease, or rights of first refusal to purchase or lease the whole or any part of the Charged Premises, for cash or for credit, with or without security being given therefor, and on terms as shall appear to be most advantageous to the Lender (including a term that a commission be payable to the Lender or a related corporation in respect thereof) and if a sale is on credit, the Lender shall not be accountable for any moneys until actually received;
 - (iv) make any stipulation as to title or conveyance or commencement of title;
 - re-sell or re-lease the Charged Premises or any part thereof without being answerable for any loss occasioned thereby; and
 - (vi) make any arrangements or compromises which the Lender shall think expedient in the interest of the Lender and to assent to any modification of this Charge, and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Lender on such terms as the Lender considers expedient, either with or without payment of money for equality or exchange or otherwise;
- Take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
- (k) To borrow or raise money on the security of the Charged Premises or any part thereof in priority to this Charge or otherwise, for the purpose of the maintenance, preservation or protection of the Charged Premises or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Charged Premises;
- (1) Take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a manager and a receiver and manager, and hereafter, the "Receiver") of all or any part of the Charged Premises;
- (m) By instrument in writing appoint, with or without taking possession, any person to be a Receiver of the Charged Premises or of any part thereof and may remove any Receiver so appointed and appoint another in his stead, with all fees and costs related thereto being the Borrower's obligations; and the following shall apply in respect of any such Receiver so appointed;
 - the Lender may from time to time fix the remuneration of the Receiver who shall be entitled to deduct that same out of the revenue from the Charged Premises or the proceeds thereof;
 - (ii) the Receiver shall, to the fullest extent permitted by law, be deemed the agent or attorney of the Borrower for all purposes and the Lender shall not be in any way responsible for any actions other than as caused by gross negligence, willful misconduct or fraud, of any Receiver, and the Borrower hereby agrees to indemnify and save harmless the Lender from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Lender may hereafter suffer, incur or be required to pay as a result, in whole of in part, of any action taken by the Receiver or any failure of the Receiver to do any act or thing other than as are caused by gross negligence, willful misconduct or fraud;
 - (iii) the appointment of the Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the

- removal of the Receiver or the termination of any such Receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Lands or any part thereof;
- (iv) the Receiver may exercise or pursue any other remedy or proceeding which the Lender is entitled as the holder
 of the Charge authorized or permitted hereby or by law or in equity in order to enforce the security constituted
 by this Charge;
- (v) and for the purposes above, the Borrower hereby irrevocably empowers the Receiver so appointed as its attorney to execute deeds, transfers, leases, contracts, agreements or other documents on its behalf and in its place (and the same shall bind the Borrower and have the same effect as if such deeds were executed by the Borrower) and to affix the Borrower's seal, if necessary, or a duplicate thereof to any of the same. On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds as part of the Secured Property; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt; and
- (vi) save as to claims for accounting under paragraph (o) below, the Borrower hereby releases and discharges the Lender and the Receiver from every claim of every nature, whether resulting in damages or not, which may arise or be caused to the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the Receiver under the provisions of this paragraph unless such claim be the direct result of dishonesty or gross neglect;
- (n) The Lender may at any time and from time to time terminate any receivership by notice in writing to the Borrower and to the Receiver:
- (o) The Receiver shall account for all monies received in respect of the Charged Premises or any part thereof, and shall pay, out of such monies received, subject to the further direction of the Lender in its discretion, the following in the order specified:
 - (i) the Receiver's remuneration;
 - (ii) all payments reasonably made or incurred by the Receiver in connection with its receivership;
 - (iii) all payments of interest, Principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Charge, and all Bills, Taxes, insurance premiums and every other proper expenditure reasonably made or incurred by the Receiver in respect to the Charged Premises or any part thereof; and
 - (iv) all payments to the Lender of all interest due or falling due hereunder and the balance to be applied upon Principal due and payable and secured hereby;

and thereafter any surplus remaining in the hands of the Receiver after payments made as aforesaid shall be accountable to the Borrower or other persons entitled thereto; and

(p) On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds thereof as security for the Indebtedness; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt.

ARTICLE 20 - DEFAULT UNDER SECURITY, PARAMOUNTCY DISCHARGE AND RENEWAL

- 20.1 Payments of principal and interest made under and pursuant to the terms of the Security shall constitute payment hereunder and vice versa and default in the payment of principal and interest under the Security shall constitute default hereunder and vice versa. Default in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained in the Security shall entitle the Lender to exercise all or any of the rights or remedies provided herein and the occurrence of and Event of Default hereunder or in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained herein shall entitle the Lender to exercise all or any of the rights or remedies provided in the Security. The occurrence of an Event of Default hereunder shall constitute an Event of Default under the Security and vice versa.
- 20.2 The cancellation of or any other dealing with any Security (other than foreclosure thereof) shall not release or affect this Charge, and the taking of this Charge, or the cancellation of or any other dealing with, or proceeding under (other than foreclosure hereunder), this Charge, shall not release or affect any Security:
 - (a) The Lender may at any time and from time to time release any part or parts of the Charged Premises or any other Security or any surety for payment of all or any part of the monies hereby secured or may release the Borrower or any other person from any covenant or other liability to pay the Principal Sum and interest and all other monies secured hereby, or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender, and without thereby releasing any other part of the Charged Premises, or any other Security or covenants herein contained, it being especially agreed that notwithstanding any such release, the Charged Premises, the Security and the covenants remaining unreleased shall stand charged with the whole of the monies hereby secured;

- (b) In the event that the monies advanced hereunder are applied to payment of any charge or encumbrance, the Lender shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party or parties so paid whether such charge or encumbrance has or has not been discharged; and the decision of the Lender as to the validity or amount of any advance or disbursement made under this Charge or of any claims so paid, shall be final and binding on the Borrower; and
- (c) The Lender shall not be charged with any monies receivable or collectible out of the Charged Premises or otherwise, except those actually received by or on behalf of the Lender and all revenue of the Charged Premises received or collected by the Lender from any source other than payment by the Borrower may, at the option of the Lender, be retained in a separate account to be used in, maintaining, insuring or improving the Charged Premises to the extent required for such purpose, in the opinion of the Lender, acting reasonably, or in payment of Taxes or other liens, charges or encumbrances against the Charged Premises, or applied in reduction of the amounts owing hereunder.
- 20.3 Subject to Section 6.1 hereof, upon payment of all amounts secured by this Charge, the Borrower shall be entitled to receive and the Lender shall provide a discharge of this Charge and the Security within a reasonable period of time after the request therefor. The Lender shall have a reasonable time after such payment within which to prepare and execute such discharge and all reasonable legal and other expenses for the preparation, execution and registration of such discharge and/or documents, as the case may be, shall be borne by the Borrower.
- 20.4 All payments made pursuant to Section 20.3 shall be made to and received by the Lender prior to 1:00 p.m. on the date due or the next succeeding Business Day in the event the date due is not a Business Day; provided such extension of time shall be included for the purposes of computation of interest.

ARTICLE 21 - NO MERGER OR WAIVER OF LENDER'S RIGHTS

- 21.1 It is further understood and agreed that this Charge and the Security shall stand as a continuing security for repayment of the Loan, including, all advances made thereunder together with all interest, damages, costs, charges and expenses which may become due and payable to the Lender in respect of or in connection with the Loan or any portion thereof, notwithstanding any fluctuation or change in the amount, nature or form of the Loan or in the obligations now or hereafter representing the Loan or any portion thereof or in the names of the obligors or any of them.
- 21.2 The rights of the Lender arising under this Charge shall be separate, distinct and cumulative and, except as expressly provided herein, none of them shall be in exclusion of the other and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 21.3 The giving and taking of this Charge shall in no way merge, waive, prejudice, suspend or affect any of the rights or remedies of the Lender under any Security which may be given or which may have been or may hereafter be given in respect of the Principal Sum hereof, interest and other monies secured by this Charge, or any part thereof, or under the Security and all rights and remedies which the Lender now has or may hereafter have against any one or more persons, are hereby preserved.
- 21.4 The taking of a judgment or judgments under any of the covenants or obligations herein or under any Security shall not operate as a merger of the covenants of the Borrower or affect the Lender's right to interest at the Applicable Rate on any monies due or owing to the Lender during the continuance of this Charge, under any of the covenants herein contained or on any judgment to be recovered thereon.
- 21.5 The covenant of the Borrower to pay interest shall not merge in any judgment in respect of any covenant or obligation of the Borrower under this Charge or any Security and such judgment shall bear interest at the Applicable Rate until such judgment and all interest thereon have been paid in full.
- 21.6 Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the rights resulting therefrom.
- 21.7 No extension of time given by the Lender to the Borrower or anyone claiming under the Borrower, shall in any way affect or prejudice the rights of the Lender against the Borrower or any person liable for payment of the monies hereby secured.

ARTICLE 22 - FINANCIAL DATA

- 22.1 The Borrower shall provide or cause to be provided promptly to the Lender full and complete information about the financial condition and operations of the Charged Premises, including a comprehensive rent roll of all space in the Charged Premises, about the financial condition of the Borrower and any Guarantor(s) and such other information which the Lender may reasonably require from time to time, and the Lender shall have the right to examine the books and records of the Borrower relating to the Charged Premises at reasonable times and upon reasonable prior notice.
- Without limiting the foregoing, the Borrower covenants and agrees to provide or cause to be provided to the Lender audited financial statements together with operating statements pertaining to the Charged Premises and such other financial information the Lender may reasonably require, (a) in the case of audited financial statements, within ninety (90) days of the end of each fiscal year of the Borrower (or such other time as may reasonably be required by the Lender), and (b) with respect to operating statements for the Charged Premises, within thirty (30) days of the end of each quarter of each calendar year. The audited financial statements are to be prepared by a nationally recognized firm of chartered accountants and shall include a balance sheet, and a detailed statement of income and expenditures and supporting notes and schedules. The operating statements shall contain a certificate by a senior officer of the Borrower as to the contents and preparation thereof, and shall include detailed statements of income, expenditures results of operation and such other matters relating to the operation of the Charged Premises as the Lender may reasonably require. In the event applicable, the Borrower shall provide the Lender with copies of all proxy statements, reports and information circulars that the Borrower makes available to its shareholders and copies of all regular and periodic reports which the Borrower may file with any securities commission or any other Governmental Authority.

- 22.3 The Borrower shall provide or cause to be provided to the Lender, or as the Lender may direct, a comprehensive list of all current tenants and rentals of space in the Charged Premises during the Term, which list shall disclose, without limitation, the name of each tenant, the duration of its term, renewal options, if any, and the term thereof, the rental being paid, the last date on which rental was paid and whether such tenancy is in good standing. Such list shall contain an endorsement by an officer of the Borrower as to being complete and accurate.
- 22.4 All statements, reports and other documents required to be provided hereunder shall be prepared in a manner acceptable to the Lender, in its reasonable discretion.

ARTICLE 23 - NOTICE

- 23.1 Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party hereunder shall be in writing and shall be personally delivered or given by transmittal by telecopy or facsimile transmission addressed to the respective parties at its address or telecopy or facsimile number set forth below or to such other address or telecopy or facsimile number as such party may designate by notice in writing to the other party hereto:
 - (a) If to the Borrower, at the address for service set out in the electronic Charge to which this schedule is attached; and
 - (b) If to the Lender, at the address for service set out in the electronic Charge to which this schedule is attached.

Any demand, notice or communication made by or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and, if made or given by telecopy or by facsimile, on the first day other than a Saturday, Sunday or a statutory holiday in Ontario, on which Schedule I banks are open for commercial business in Toronto. Ontario, following the transmittal thereof.

ARTICLE 24 - GENERAL

- 24.1 If any provision of this Charge or the application thereof to any circumstances shall be held to be invalid or unenforceable, it shall be deemed severed herefrom and the remaining provisions of this Charge, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law. In particular, and without limiting the generality of the foregoing, to the extent any and all amounts due pursuant to Article 6 hereof may be deemed to be in excess of what is permissible by law, any such excess shall be deemed not to be due under this Charge.
- 24.2 Wherever used in this Charge, unless the context clearly indicates a contrary intent as unless or otherwise specifically provided herein, the word "Borrower" shall mean "Borrower and/or subsequent owner or owners of the Charged Premises", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Charge".
- 24.3 The descriptive headings of the several subparagraphs or paragraphs or sections or articles of this Charge are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 24.4 Wherever the singular number or masculine gender is used in this Charge, the same shall be construed as including the plural and feminine or a body corporate, respectively, and vice versa, where the fact or context so requires; and the successors and assigns of any party executing this Charge are bound by the covenants, agreements stipulations and provisos herein contained. The covenants, agreements stipulations and provisos herein stated shall, except as otherwise limited hereby, be in addition to those granted or implied by statutory law.
- 24.5 This Charge shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts sitting at Toronto, Ontario.
- 24.6 The Borrower shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Lender may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Charge and the priority accorded to them by law or under this Charge.
- 24.7 If any of the forms of words contained herein are also contained in Column 1 of Schedule "B" of the Short Forms of Mortgages Act (Ontario) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column 2 of Schedule "B" of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act (Ontario) were still in full force and effect. The implied covenants deemed to be included in a charge under Subsection 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded from the terms of this Charge.
- 24.8 This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Lender for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Borrower's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Lender representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
- 24.9 This Charge is given as collateral security to the Commitment.
- 24.10 In the event of conflict between the Commitment and the terms of this Charge, the provisions of the Commitment shall prevail; provided that any provision herein contained that is not contained in the Commitment and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

ARTICLE 25 - CONDOMINIUM PROVISIONS

25.1 The Borrower covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply.

- (i) the Borrower does hereby assign to the Lender all of its rights to vote or consent in the affairs of the Condominium Corporation having jurisdiction over the subject lands and the Lender, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.
- (ii) the Borrower shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.
- (iii) the Borrower shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the Condominium Act (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.
- (iv) Where the Borrower defaults in the Borrower's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Lender, at its option and without notice to the Borrower, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Lender shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the Indebtedness.

ARTICLE 26 - CONSTRUCTION LOAN PROVISIONS

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

- 26.1 All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Lender in writing, such approval not to be unreasonably withheld.
- 26. 2 The construction of the building and structures located on the Charged Premises have been commenced and shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Lender and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- 26.3 Provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Borrower excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Lender, this Charge shall immediately become due and payable. In the event that construction does cease, then the Lender shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Lender and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Lender. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Lender shall have the same rights and remedies to collection of principal and interest hereunder or at law.
- 26.4 At all times there shall be sufficient funds unadvanced under this Charge and retained by the Lender to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Lender's priority with respect to any deficiency in the holdbacks required to be retained by the Borrower under the Construction Lien Act (Ontario).
- 26.5 This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Commitment are complied with.
- All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Lender with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Borrower regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- 26.7 The Borrower shall pay to the Lender on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Lender may charge from time to time for each such inspection and the Lender's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Lender shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- The Borrower agrees to indemnify and hold the Lender harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the Construction Lien Act (Ontario) and that any liens for work and/or supplies that are registered against the Borrower's interest in the property will be promptly discharged within seven (7) days from the date of registration of the lien. The Lender may, but is not required to, deal with the lien claimant and pay the lien claim into court

pursuant to the provision of the Construction Lien Act (Ontario) for the purpose of vacating the lien from title to the property. The Borrower agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Lender arising from or in connection with the Borrower or the Lender obtaining and registering either a release of the lien or an order vacating the lien.

ARTICLE 27 - ASSIGNMENT AND SALE

- 27.1 The Loan and all other amounts secured hereby, this Charge, the Security and all documents ancillary or collateral thereto may, in the Lender's sole discretion and without the consent of the Borrower, in whole or in part, be participated, sold, securitized, syndicated or assigned by the Lender from time to time to one or more Persons.
- 27.2 The Lender may disclose to participants, transferees or assignees or to potential participants, transferees or assignees or others in connection with any sale, assignment, participation, securitization, transfer or syndication, such information concerning the Borrower or the Charged Premises as the Lender may consider to be appropriate in connection therewith.
- 27.3 No grant, assignment or transfer pursuant to this Article 27 shall constitute a repayment by the Borrower to the Lender of the Loan or any other amounts owing hereunder and included in such assignment or transfer and the Borrower acknowledges that all obligations under this Charge and the Security with respect to such assignment or transfer will continue and not constitute new obligations.
- 27.4 The Borrower agrees to be bound by and do all things necessary or appropriate to assist and give effect to any transfer, participation, securitization, sale, syndication or assignment, but shall incur no increased liabilities as a result thereof.

Registered as YR3108230 on 2020 06 12 at 11:20

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

yyyy mm dd Page 1 of 2

Properties

PIN 03139 - 0047 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R492400

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0048 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT

Description PT LT 145 PL 2383 MARKHAM AS IN R467349

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT

Description PT LT 146 PL 2383 MARKHAM AS IN R371994
Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, have the authority to bind the corporation.

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

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, 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	GOH, JOANNA NATASHA	Tenants In Common	as to an undivided 14% interest
Address for Service	11 Henry Street, Toronto, Ontario, M5T 1W9		
This document is not a	uthorized under Power of Attorney by this party.		
Name	LOH, MELISSA FONG-YEE	Tenants In Common	as to an undivided 14% interest
Address for Service	25 Alexandra Wood, Richmond Hill, Ontario, L4B 2L1		
This document is not a	uthorized under Power of Attorney by this party.		
Name	NG CHIK, YIN FUN	Tenants In Common	as to an undivided 72% interest

Registered as YR3108230 on 2020 06 12 at 11:20

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

yyyy mm dd Page 2 of 2

Party To(s) Capacity Share

Address for Service

Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue,

Tsim Sha Tsui, Kowloon, Hong Kong

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2909942 registered on 2018/12/13 to which this notice relates is deleted

Schedule: The Charge/Mortgage registered as instrument YR2909942 on December 13, 2018 is to be amended as follows: Balance Due Date of 2019/12/14 to be deleted and replaced with 2021/01/14; Interest Rate of 14% per annum to be deleted and replaced with 15% per annum; Payments of \$20,416.67 monthly to be deleted and replaced with \$21,875.00 monthly.

Sign	ned By				
Richard Afshin Missaghie		Unit 3706 - 295 Adelaide St. West Toronto M5V 0L4	acting for Applicant(s)	First Signed	2020 06 12
Tel Fax	416-518-5057				
Richard Afshin Missaghie		Unit 3706 - 295 Adelaide St. West Toronto M5V 0I 4	acting for Applicant(s)	Last Signed	2020 06 15

Tel 416-518-5057

Fax

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

Submitted By				
MISSAGHIE LAW PROFESSIONAL CORPORATION		Unit 3706 - 295 Adelaide St. West Toronto M5V 0L4	2020 06 15	
Tel 416-518-5057 Fax				

Fees/Taxes/Payment			
Statutory Registration Fee	\$65.05		
Total Paid	\$65.05		

Registered as YR3244137 on 2021 04 30 at 16:27

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

yyyy mm dd Page 1 of 2

Properties

PIN 03139 - 0047 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R492400

Address 185 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0048 LT

Description PT LT 144 PL 2383 MARKHAM AS IN R341478; RICHMOND HILL

Address 191 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0049 LT

Description PT LT 145 PL 2383 MARKHAM AS IN R467349

Address 197 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0050 LT

Description PT LT 145 PL 2383 MARKHAM AS IN RH40233

Address 203 MAJOR MACKENZIE DR EAST

RICHMOND HILL

PIN 03139 - 0051 LT

Description PT LT 146 PL 2383 MARKHAM AS IN R371994
Address 209 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

PIN 03139 - 0052 LT

Description PT LT 146 PL 2383 MARKHAM AS IN RH26132

Address 215 MAJOR MACKENZIE DRIVE EAST

RICHMOND HILL

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario L6J 7T5

I, Oscar Furtado, have the authority to bind the corporation.

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

Name GO-TO MAJOR MACKENZIE SOUTH BLOCK II INC.

Address for Service 1267 Cornwall Drive, Suite 301

Oakville, Ontario

L6J 7T5

I, Oscar Furtado, 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 GOH, JOANNA NATASHA

Address for Service 11 Henry Street, Toronto, Ontario

M5T 1W9

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

Name LOH, MELISSA FONG-YEE

Address for Service 25 Alexandra Wood, Richmond Hill, Ontario

L4B 2L1

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

Name NG CHIK, YIN FUN

Address for Service Unit A 7/F Valiant Commercial Building, 22-24 Prat Avenue,

Tsim Sha Tsui, Kowloon, Hong Kong

Registered as YR3244137 on 2021 04 30 at 16:27

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

yyyy mm dd Page 2 of 2

Party To(s) Capacity Share

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2909942 registered on 2018/12/13 to which this notice relates is deleted

Schedule: The Charge/Mortgage registered as instrument YR2909942 on December 13, 2018 as amended by Notice registered as YR3108230 on June 6, 2020 is to be amended as follows: Balance Due Date of 2021/01/14 to be deleted and replaced with 2021/07/14.

Signed By

Richard Afshin Missaghie Unit 3706 - 295 Adelaide St. West acting for Signed 2021 04 30

Toronto Applicant(s)

M5V 0L4

Tel 416-518-5057

Fax

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

Submitted By

MISSAGHIE LAW PROFESSIONAL CORPORATION Unit 3706 - 295 Adelaide St. West 2021 04 30

Toronto M5V 0L4

Tel 416-518-5057

Fax

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30 This is Exhibit "106" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #59

64258-0110 (LT)

PREPARED FOR CCPellerin ON 2021/11/24 AT 12:17:58

PAGE 1 OF 3

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

PROPERTY DESCRIPTION:

PT LT 21 CON 3 WILLOUGHBY PT 2 & 3 59R8557 ; S/T WI5537 NIAGARA FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY: FEE SIMPLE LT CONVERSION QUALIFIED FIRST CONVERSION FROM BOOK

PIN CREATION DATE: 1999/11/15

OWNERS' NAMES

CAPACITY SHARE

GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP

FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29 :	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	ON DATE" OF 1999/11/15 ON THIS PIN		
WAS REPLA	ACED WITH THE	"PIN CREATION DATE"	OF 1999/11/15			
** PRINTOUS	INCLUDES ALI	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/11/12 **		
**SUBJECT,	ON FIRST REG	STRATION UNDER THE 1	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARI	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOUL	LD, BUT FOR THE LANI	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LI	ENGTH OF ADVERSE POSS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGI:	ETRY ACT APPLIES.		
**DATE OF	ONVERSION TO	LAND TITLES: 1999/1	/15 **			
WI5537	1946/09/16	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	С
RO90864	1957/05/30	TRANSFER EASEMENT		*** COMPLETELY DELETED ***		
					THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WILLOUGHBY	
AA36045	1960/03/02	BYLAW				С
AA69374	1962/03/02	BYLAW				С
RO479833 RE	1986/08/22 MARKS: WI5537	NOTICE OF CLAIM				С
RO640139Z	1992/10/01	REST COV APL ANNEX		*** DELETED AGAINST THIS PROPERTY ***		

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.



LAND
REGISTRY
OFFICE #59

64258-0110 (LT)

PAGE 2 OF 3
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:17:58

* 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/ CHKD
59R8557	1993/08/17	PLAN REFERENCE				С
RO706399	1996/05/27	TRANSFER		*** COMPLETELY DELETED ***	FISHER, SHIRLEY	
R0710990	1996/08/19	NOTICE		*** DELETED AGAINST THIS PROPERTY ***		
REI	MARKS: 'NOTIC	E OF CLAIM ; RE: MULTI'				
SN504386	2017/03/22	TRANSFER REL&ABAND		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF NIAGARA FALLS	THE CORPORATION OF THE CITY OF NIAGARA FALLS FISHER, SHIRLEY	
REI	MARKS: RO9086	4.			,	
SN504389	2017/03/22	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF NIAGARA FALLS		
REI	MARKS: R07109	90.				
SN505590	2017/03/31	APL DELETE REST		*** COMPLETELY DELETED *** FISHER, SHIRLEY		
REI	MARKS: RO6401	39Z.				
SN507777	2017/04/21	TRANSFER	\$330,000	FISHER, SHIRLEY	2557815 ONTARIO INC.	С
SN507782	2017/04/21	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2557815 ONTARIO INC.	FISHER, SHIRLEY NATIVE HERITAGE REALTY LTD.	
1	2017/04/21 MARKS: PLANNI	TRANSFER NG ACT STATEMENTS.	\$3,000,000	2557815 ONTARIO INC.	GO-TO NIAGARA FALLS CHIPPAWA INC.	С
1	2017/07/04 MARKS: AMENDS	LR'S ORDER OWNER'S NAME RE SN5077	188	LAND REGISTRAR, NIAGARA SOUTH LAND REGISTRY OFFICE		С
SN535882 REI	2017/12/01 MARKS: AMEND	LR'S ORDER OWNERS NAMES		LAND REGISTRAR, NIAGARA SOUTH		С
SN599267	2019/08/21	CHARGE PARTNERSHIP	\$1,800,000	GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
sn599382	2019/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** FISHER, SHIRLEY NATIVE HERITAGE REALTY LTD.		

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.



LAND REGISTRY OFFICE #59

64258-0110 (LT)

PAGE 3 OF 3
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:17:58

* 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/ CHKD
REI	MARKS: SN5077	82.				
sn653493	2020/12/08	NOTICE	\$2	GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
REI	MARKS: SN5992	67		of 10 Mildian Haze Gilliani El		
1	2021/11/16 MARKS: SN5992	DISCH OF CHARGE		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
sn700928	2021/11/16	CHARGE PARTNERSHIP	\$2,425,000	GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP	GREEN LEAF FINANCIAL LIMITED	
SN700929	2021/11/16	NO ASSGN RENT GEN		GO-TO CHIPPAWA NIAGARA FALLS INC. GO-TO CHIPPAWA NIAGARA FALLS LP	GREEN LEAF FINANCIAL LIMITED	



REGISTRY OFFICE #59

64258-0713 (LT)

PAGE 1 OF 2 PREPARED FOR CCPellerin ON 2021/11/24 AT 12:25:43

PIN CREATION DATE:

2017/04/28

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

PROPERTY DESCRIPTION:

PT LT 21 CON 3 WILLOUGHBY PT 1, 2, 3, 4, 5 & 6 59R2715 EXCEPT PARTS 1 & 2, 59R12626; S/T BB36690; NIAGARA FALLS

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY: DIVISION FROM 64258-0239

FEE SIMPLE ABSOLUTE

OWNERS' NAMES

<u>CAPACITY</u> <u>SHARE</u>

GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP

FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 2017/04/28 **		
BB36690	1965/11/24	TRANSFER EASEMENT			PROVINCIAL GAS COMPANY LIMITED	С
59R2715	1978/11/21	PLAN REFERENCE				С
SN507778	2017/04/21	TRANSFER	\$870,000	NATIVE HERITAGE REALTY LTD.	2557815 ONTARIO INC.	С
SN507782	2017/04/21	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 2557815 ONTARIO INC.	FISHER, SHIRLEY NATIVE HERITAGE REALTY LTD.	
	2017/04/21 MARKS: PLANNI	TRANSFER NG ACT STATEMENTS.	\$3,000,000	2557815 ONTARIO INC.	GO-TO NIAGARA FALLS CHIPPAWA INC.	С
sn599267	2019/08/21	CHARGE PARTNERSHIP	\$1,800,000	GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
SN599382	2019/08/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** FISHER, SHIRLEY NATIVE HERITAGE REALTY LTD.		
REI	MARKS: SN5077	82.				
SN653493	2020/12/08	NOTICE	\$2	GO-TO NIAGARA FALLS CHIPPAWA INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
REI	MARKS: SN5992	67		TO TO MAINGART THESE CHAPTERS IN		
	2021/11/16 MARKS: SN5992	DISCH OF CHARGE		CAMERON STEPHENS MORTGAGE CAPITAL LTD.		
SN700928	2021/11/16	CHARGE PARTNERSHIP	\$2,425,000	GO-TO NIAGARA FALLS CHIPPAWA INC. GO-TO NIAGARA FALLS CHIPPAWA LP	GREEN LEAF FINANCIAL LIMITED	
SN700929		NO ASSGN RENT GEN		GO-TO CHIPPAWA NIAGARA FALLS INC.	GREEN LEAF FINANCIAL LIMITED	

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.



LAND REGISTRY OFFICE #59

64258-0713 (LT)

PAGE 2 OF 2
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:25:43

* 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/ CHKD
				GO-TO CHIPPAWA NIAGARA FALLS LP	

LRO # 59 Charge By Partnership

Receipted as SN700928 on 2021 11 16 at 13:52

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

yyyy mm dd Page 1 of 11

Properties

PIN 64258 - 0110 LT Interest/Estate Fee Simple

Description PT LT 21 CON 3 WILLOUGHBY PT 2 & 3 59R8557; S/T WI5537 NIAGARA FALLS

Address 4210 LYONS CREEK ROAD

NIAGARA FALLS

PIN 64258 - 0713 LT Interest/Estate Fee Simple

Description PT LT 21 CON 3 WILLOUGHBY PT 1, 2, 3, 4, 5 & 6 59R2715 EXCEPT PARTS 1 & 2,

59R12626; S/T BB36690; NIAGARA FALLS

Address 4248 LYONS CREEK RD

NIAGARA FALLS

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 GO-TO NIAGARA FALLS CHIPPAWA INC.
Address for Service 1267 CORNWALL ROAD, SUITE 201

OAKVILLE, ON L6J 7T5

I, OSCAR FURTADO, PRESIDENT, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO NIAGARA FALLS CHIPPAWA LP Address for Service 1267 CORNWALL ROAD,SUITE 201

OAKVILLE, ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name GREEN LEAF FINANCIAL LIMITED

Address for Service 717 DILTZ ROAD

DUNNVILLE, ON N1A 2W2

Provisions

Principal \$2,425,000.00 Currency CDN

 Calculation Period
 MONTHLY

 Balance Due Date
 2023/12/16

 Interest Rate
 9% PER ANNUM

 Payments
 \$15,487.50

 Interest Adjustment Date
 2021 11 16

Payment Date 16th day of each and every month

 First Payment Date
 2021 12 16

 Last Payment Date
 2023 12 16

 Standard Charge Terms
 200033

Insurance Amount Full insurable value

Guarantor

Additional Provisions

See Schedules

Signed By

Nicholas James Suk 82 Lake Street, Suite 100 acting for Signed 2021 11 16

St.Catharines Chargor(s)

L2R 5X4

Tel 905-688-9550 Fax 905-688-9953

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

LRO # 59 Charge By Partnership

Receipted as SN700928 on 2021 11 16 at 13:52

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

yyyy mm dd Page 2 of 11

2021 11 16

Submitted By

BERESH SMITH PROFESSIONAL CORPORATION

(ST.CATHARINES)

82 Lake Street, Suite 100

St.Catharines

Tel 905-688-9550 Fax 905-688-9953 St.Catharines

nes

Fees/Taxes/Payment

Statutory Registration Fee \$66.30 Total Paid \$66.30

Special Terms

The following special terms shall be inserted into the mortgage documentation:

- All the basic conditions of the Lender's Legal Representative's standard mortgage terms.
- Adequate assignment of insurance with the Lender recorded as the co-loss payee on the policy and containing standard mortgage clauses.
- Adequate and suitable title insurance to be obtained by the Lender.
- Property taxes to be paid when due.
- Corporate resolution authorizing the corporation to borrow, signed by the Directors shall be obtained.
- The Borrower(s) shall obtain permission from the limited partnership to enter into a mortgage or loan agreement.
- The mortgage shall contain a clause that provides the Lender with an assignment of any and all rental income presently, or in the future, for the property(s).
- Initial advance will be distributed as follows:
 - Replacement financing for The Lyons Creek Road Properties -\$1,010,000.00
 - o Funds for property development \$890,000.00
 - o Lending Fee \$65,000.00
- Future advance(s) of up to \$100,000.00 on The Lyons Creek Road Properties will be available for release upon site plan approval, subject to the Lender's receipt and review of an update on the project development and the Borrower updating the Lender on the viability of the project.
- All buildings will remain on the property(s). No demolition is allowed without the prior consent of the Lender.
- The terms of this Letter of Commitment shall form part of the security provided for this loan. Upon the completion of this transaction, the execution of this Letter of Commitment and the execution and delivery of the security documents, this Letter of Commitment shall be deemed to be the loan document between the parties.

SCHEDULE 1 ADDITIONAL PROVISIONS

For the purpose of this Charge/Mortgage, the terms "Charge", "Chargor" and "Chargee" shall also mean "Mortgage", "Mortgagor" and "Mortgagee". The lands and premises that are subject to this Charge are (collectively, if more than one property is hereby mortgaged) sometimes referred to in this Charge as the "Property". The Chargor acknowledges having an interest reserve in the amount of \$360,000.00 on account of the interest payable throughout the term of the mortgage.

The Chargor agrees that this mortgage is given to secure all advances by the Chargee to the Chargor as set out in the **DRAFT** Letter of Commitment dated **DRAFT** (OR the Commitment Correspondence(s)) between the Chargor and the Chargee (the "Commitment") with respect to the Property; and this mortgage also secures all of the money owing by the Chargor to the Chargee from time to time as set out in the said Commitment.

1. PAYMENTS

This mortgage shall be repayable monthly, interest only, on the 16th day of each and every month, commencing December 16th 2021, until it has been repaid in the full.

2. PREPAYMENT

The Mortgagor agrees that this is a closed mortgage, and that the Mortgagor shall have no right to prepay any part of the principal sum hereby secured prior to August 16th, 2022; and that, if for any reason whatsoever, the principal sum secured hereunder becomes due and payable prior to August 16th, 2022 or is repaid in whole or in part prior to August 16th, 2022, the Mortgagee shall be entitled to receive payment in full of all interest which would otherwise accrue under this mortgage to August 16th, 2022 and the said accrued interest shall be deemed to be earned by the Mortgagee, and shall not be deemed to be a penalty imposed upon the Mortgagor.

After August 16th, 2022, the mortgage is completely open without penalty if payment is received in full.

3. NON-TRANSFERRABLE

The Mortgagor agrees that in the event of the Mortgagor selling, conveying or transferring title of the Property hereby mortgaged to a purchaser, grantee or transferee, whether the conveyance or agreement be registered or not, the said principal sum together with interest to the later of the date of payment or August 16th, 2022, shall immediately become due and payable without any notice being given or any action being taken by the Mortgagee and in default of payment the Mortgagee may exercise any of the remedies available hereunder to enforce payment including the powers of entering upon and leasing or selling the said lands.

4. FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in

Initial	

the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee to pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:

- (a) The lending fee disclosed in the Commitment is earned and kept by the Chargee as at the mortgage advancement date.
- (b) Missed Payment Fee (payable for each missed or late instalment and for processing each 'NSF" cheque or other returned payment) \$250.00.
 - In addition, the mortgage indebtedness shall bear interest at twice times the maximum rate set within this agreement Eighteen Percent (18.00%), until the missed or late instalment has been properly received to the satisfaction of the Chargee.
- (c) Payment Arranging Fee -a fee of \$100.00 will be charged for each occurrence the Chargor requests the Chargee to make payment arrangements other than on the payment date or outside the pre-authorized debit plan or providing alternative account information to process a payment on its due date.
- (d) Processing Fee a fee of \$100.00 shall be charged to process any change to the mortgage account file.
- (e) An insurance default fee of \$250.00 for dealing with each cancellation, notice of cancellation, premium payment, placing insurance or other non-compliance with insurance requirements. In the event the Chargee has to insure the mortgaged Property under its blanket policy, the Chargor shall pay \$750.00 on account of such coverage, in addition to the premium paid for such coverage.
- (f) Default proceedings (payable for each default proceeding instituted) \$1,500.00.
- (g) Demand Letter -\$500.00 for each demand letter in connection with any event of default under the Mortgage together with and in addition to \$250.00 for Notice under the Bankruptcy and Insolvency Act, and \$250.00 for Notice under the Farm Debt Mediation Act.
- (h) Possession for attending to take possession following default \$1,500.00.
- (i) Maintenance -for administering maintenance and security on the Property in Chargee's possession, per day \$350.00
- (j) Inspection -\$750.00 for any inspection of and/or attendance at the Property as a result of default under the Charge.
- (k) Purchaser Approval -for processing each application for assumption, whether or not approved or completed -\$300.00.

- (1) Tax or Utility Payment Default Fee -In the event that the Mortgagee attends to notifying the Mortgagor that there are tax or utility arrears, the Mortgagor shall pay to the Mortgagee \$350.00 to cover the mortgagee's administration costs and not as a penalty.
- (m) Servicing Fee for any payment the Chargee is called to make in order to protect its security position including but not limited to arrears of realty taxes, utilities, condominium common expenses, and/or principal, interest or costs under a prior encumbrance, there shall be a service charge of \$350.00.

Any service or administration fee owing by the Chargor to the Chargee, which is not paid forthwith after having been incurred, shall be added to the mortgage indebtedness and shall bear interest at the rate herein set forth.

The Chargor acknowledges and agrees that the service fees and administration fees and costs provided herein are a genuine pre-estimate of the value of the services performed for same and are not a penalty or additional interest on the loan secured by this Charge.

5. TAXES, LIENS, REMITTANCES, DEEMED TRUSTS ETC

- (a) All realty taxes and all other taxes of every nature and kind, including HST and all remittances and deductions at source pursuant to the Income Tax Act and penalties, if any, due and payable and all outstanding levies, special assessments and other charges relating to the Property (hereinafter individually and collectively called the "Taxes") shall be paid in full by the Chargor prior to the advance of funds or from the mortgage advance. The Chargee reserves the right to pay future Taxes and to collect from the Chargor an amount each month sufficient to pay the taxes in full by the due dates thereof.
- (b) So long as any amount payable under the Commitment or any of the other loan documents is outstanding the Chargor agrees to provide to the Chargee within 14 days of request by the Chargee, satisfactory evidence that it has made all regular payments of the Taxes including HST and all remittances and deductions at source pursuant to the Income Tax Act (if applicable) and to provide evidence of payment of same satisfactory to the Chargee including but not limited to an authorization to the Chargee to verify same directly with the Canada Revenue Agency or any applicable governmental agency, and to provide audited financial statements for the Chargor prior to the discharge of this Charge.
- (c) The Chargor and/or each Guarantor, if any, covenant and agree, jointly and severally if more than one person is making this covenant, that, unless the Chargee otherwise consents in writing, so long as any amount payable under the Commitment or any of the other related Loan Documents is outstanding:
 - (i) The Chargor shall pay all Property taxes and utilities charges for the Property when due and deliver annual confirmation of payment in full for the calendar year to the Chargee by December 15 of each year of the Term. The Chargor shall comply with all its obligations when due to collect, deduct at source, withhold, contribute, remit, and pay all:

Initial	
IIIIuai	

- (A) income taxes, sales taxes, and other federal, provincial, or municipal taxes; and
- (B) employee benefits, pension plan contributions, insurance premiums, and other amounts as required of it under applicable employee or pension legislation or other laws, and provide confirmation of payment of such taxes and amounts to the Chargee upon request by the Chargee.
- (ii) Each Chargor and Guarantor, if any, jointly and severally, represents and warrants that the Chargor does not have any indebtedness that might by operation of law or otherwise constitute a lien, charge, statutory deemed trust, or other financial encumbrance on all or any part of the Property or that could affect or have priority over the Chargee's security interest over or in the Property or Personal Property, other than encumbrances which have been consented to in writing by the Chargee. Without limiting the foregoing:
 - (A) all Property taxes for the Property and utilities costs that if unpaid may form a lien against the Property are paid and up-to-date;
 - (B) the Chargor has collected, deducted at source, withheld, contributed, remitted, or paid when due all Taxes (including, without limitation, income and sales taxes) and employee benefits, premiums, and other amounts as required of it under all applicable employment or pension legislation or other laws; and
 - (C) all contractors and subcontractors that have done any work on, or supplied any materials to, the Property, have been paid in full and no such contractor or subcontractor is entitled to register a construction lien against title to the Property.
- (d) The Chargor and Guarantor, if any, hereby agree, jointly and severally, to indemnify the Chargee for all claims, liabilities, obligations, demands, losses, damages, costs, and expenses incurred by the Chargee or asserted against it by any person or entity arising, directly or indirectly, out of any or all of the following:
 - (i) any claims, actions, or proceedings brought by any third party in connection with the Property;
 - (ii) failure on the part of the Mortgagor, or its agents, to adequately maintain and insure the Property; and/or
 - (iii) any claims, actions or proceeding brought by a third party in connection with the failure of the Chargor to comply with all its obligations when due to collect, deduct at source, withhold, contribute, remit, or pay all:

Initial	

- (A) income taxes, sales taxes, and other federal, provincial, or municipal Taxes; and
- (B) employee benefits, pension plan contributions, insurance premiums, and other amounts as required of it under applicable employee or pension legislation or other laws.

The foregoing indemnities shall be unlimited as to amount notwithstanding any other limitation of liability set out in this Charge or the Commitment (such as a limitation on a Guarantor's liability).

The indemnities set out in 5 (d), (i), (ii) and (iii) above shall survive repayment and discharge of this Charge, and shall continue in full force and effect thereafter but only with respect to those claims and expenses existing at, or related to, the period of time prior to full repayment of the total amount secured by this Charge.

6. MORTGAGE STATEMENT

The Chargor shall pay to the Chargee or its agent an administration fee of \$200.00 plus HST in advance for processing and providing each and every mortgage statement requested by or on behalf of the Chargor.

Any request for a mortgage statement shall be made in writing allowing the Chargee seven (7) days to respond. In the event the request is received on a rush basis (less than 7 business days from the requested payout, or effective date) the Chargor shall pay an additional \$200.00 for urgent service.

7. DISCHARGE

Upon the balance due date of the principal and interest secured hereunder, or any renewal thereof, the Chargor shall be deemed to have requested the Chargee's solicitor or the Chargee's agent to prepare the discharge documents including where applicable the electronic registration of the discharge for this Charge and shall pay the following fees plus HST to the Chargee's agent, in addition to all legal fees and disbursements payable to the Chargee's solicitor in connection therewith:

- (a) Statement Fee \$200.00;
- (b) Discharge preparation and execution fee \$400.00 on one property and \$200.00 for each additional properties, plus disbursements and HST, and all registration fees where applicable.

8. ADDITIONAL PROVISIONS

The Chargor agrees to each of the following provisions:

- A. To provide to the Chargee written evidence that the utility bills for the Property are paid in full, when requested to do so by the Chargee;
- B. To provide to the Chargee access to the Property, when requested to do so in writing by the Chargee, for the Chargee to conduct an inspection of the condition of the Property, which inspection shall take place no more often than every six months, unless the previous inspection has revealed problems with the condition of the Property, in which case such inspections may be as often as the Chargee may wish;
- C. To provide to the Chargee written evidence, when requested to do so by the Chargee, that the personal income taxes of the Chargor are paid in full (and if applicable, that the Chargor is in compliance with all CRA remittance requirements, including the HST remittances of the Chargor (if applicable).
- D. The Chargor shall not cause, nor allow, any encumbrance(s) to be registered on the Property subsequent to this Charge, without the prior written consent of the Chargee, which consent will not be unreasonably withheld.
- E. All terms of the Commitment, are hereby incorporated as terms of this Charge; and if the Chargor is in breach of any of the terms of the said Commitment, the Chargor shall be deemed to be in breach of this Charge.

The Chargor agrees that if the Chargor is not in compliance with any of the above provisions at any time, the said principal sum together with interest to the later of the date of payment, or August 16th, 2022, shall immediately become due and payable without any notice being given or any action being taken by the Chargee and in default of payment the Chargee may exercise any of the remedies available hereunder to enforce payment including the powers of entering upon and leasing or selling the said lands.

9. GENERAL

The Chargor covenants and agrees that all of the Chargor's covenants, liabilities, conditions and obligations contained in the Commitment shall survive the execution, delivery and registration of this Charge and all other security documents contemplated by the Commitment and shall not merge with the advancement of funds and the registration of this Charge. Where there is any discrepancy or conflict between the terms of the Commitment and/or this Charge and/or any of the other said security documents, the terms of the Commitment Letter shall prevail and have precedence over any such other provision.

10. NOTICES

Any notice, demand, request, consent, waiver, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party for whom it is intended, or transmitted by electronically, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, at the last known address as provided by the Chargor or Chargee as the case may be.

Initial

10223-0007272-10	1	022	:3-0	000	727	72-	10
------------------	---	-----	------	-----	-----	-----	----

<u>Initial</u> ____ # of borrowers = # of initial lines

Schedule 2 - DRAFT Payment Schedule

Lyon's Creek Rd, Niagara Falls/Chippawa

89620-0002

Monthly Ad		Int	erest Rate		9.00%						
Month	Payment date		Advance		Balance	М	onthly Interest Payment	Ir	nterest Reserve Balance		Repayment
Closing Date	16-Nov-21	\$	1,965,000.00	\$	1,965,000.00	\$	-	\$	360,000.00		
1	16-Dec-21			\$	1,965,000.00	\$	14,737.50	\$	345,262.50		
2	16-Jan-22			\$	1,965,000.00	\$	14,737.50	\$	330,525.00		
3	16-Feb-22			\$	1,965,000.00	\$	14,737.50	\$	315,787.50		
4	16-Mar-22			\$	1,965,000.00	\$	14,737.50	\$	301,050.00		
5	16-Apr-22			\$	1,965,000.00	\$	14,737.50	\$	286,312.50		
6	16-May-22			\$	1,965,000.00	\$	14,737.50	\$	271,575.00		
7	16-Jun-22			\$	1,965,000.00	\$	14,737.50	\$	256,837.50		
8	16-Jul-22			\$	1,965,000.00	\$	14,737.50	\$	242,100.00		
9	16-Aug-22			\$	1,965,000.00	\$	14,737.50	\$	227,362.50		
10	16-Sep-22			\$	1,965,000.00	\$	14,737.50	\$	212,625.00		
11	16-Oct-22			\$	1,965,000.00	\$	14,737.50	\$	197,887.50		
12	16-Nov-22			\$	1,965,000.00	\$	14,737.50	\$	183,150.00		
13	16-Dec-22			\$	1,965,000.00	\$	14,737.50	\$	168,412.50		
14	16-Jan-23			\$	1,965,000.00	\$	14,737.50	\$	153,675.00		
15	16-Feb-23			\$	1,965,000.00	\$	14,737.50	\$	138,937.50		
16	16-Mar-23			\$	1,965,000.00	\$	14,737.50	\$	124,200.00		
17	16-Apr-23			\$	1,965,000.00	\$	14,737.50	\$	109,462.50		
18	16-May-23	\$	100,000.00	\$	2,065,000.00	\$	14,737.50	\$	94,725.00		
19	16-Jun-23			\$	2,065,000.00	\$	15 <i>,</i> 487.50	\$	79,237.50		
20	16-Jul-23			\$	2,065,000.00	\$	15,487.50	\$	63,750.00		
21	16-Aug-23			\$	2,065,000.00	\$	15,487.50	\$	48,262.50		
22	16-Sep-23			\$	2,065,000.00	\$	15 <i>,</i> 487.50	\$	32,775.00		
23	16-Oct-23			\$	2,065,000.00	\$	15 <i>,</i> 487.50	\$	17,287.50		
24	16-Nov-23			\$	2,065,000.00	\$	15,487.50	\$	1,800.00		
Repayment [Repayment Details:										
	16-Nov-23				incipal repayme					\$	2,065,000.00
	16-Nov-23				terest reserve re	•	•			\$	360,000.00
	16-Nov-23		Unearned interest will be returned to Borrower(s) \$ (1,800.0						(1,800.00)		

Initial _____

This is Exhibit "107" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS
Michelle Spain, a Commissioner, etc.,
Province of Ontario, for the Government of Ontario,
Ontario Securities Commission.

Expires March 22, 2024.



REGISTRY OFFICE #59

64269-0559 (LT)

PAGE 1 OF 4 PREPARED FOR CCPellerin ON 2021/11/24 AT 12:30:32

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

PROPERTY DESCRIPTION:

PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD; PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

PROPERTY REMARKS:

PLANNING ACT CONSENT IN DOCUMENT SN370529.

ESTATE/QUALIFIER:

FEE SIMPLE

OWNERS' NAMES

DIVISION FROM 64269-0558

PIN CREATION DATE: 2013/04/12

LT CONVERSION QUALIFIED

CAPACITY SHARE

GO-TO NIAGARA FALLS EAGLE VALLEY INC. GPAR

GO-TO NIAGARA FALLS EAGLE VALLEY LP FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOU	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 2013/04/12 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS O.	ANY PERSON WHO WOUL	D, BUT FOR THE LAN	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF (ONVERSION TO	LAND TITLES: 1999/0	5/21 **			
RO234704	1975/05/30	LEASE		*** DELETED AGAINST THIS PROPERTY ***		
					THE REGIONAL MUNICIPALITY OF NIAGARA	
RO666544	1994/02/14 MARKS: ST4953	NOTICE OF CLAIM				С
RO672304	1994/06/01 MARKS: SITE F				CITY OF NIAGARA FALLS	С
RO679479 RE	1994/10/19 MARKS: SITE F	l .			THE CITY OF NIAGARA FALLS	
RO680225	1994/11/01	AGREEMENT			CITY OF NIAGARA FALLS	С
RO691934	1995/07/27	AGREEMENT			CITY OF NIAGARA FALLS	С

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.



REGISTRY OFFICE #59

64269-0559 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:30:32

* 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/ CHKD
59R14717	2012/08/09	PLAN REFERENCE				С
sn370529	2013/03/11	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** EAGLE VALLEY GOLF COURSE INC.	QUEEN PROPERTIES INC.	
SN371150	2013/03/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** QUEEN PROPERTIES INC.	EAGLE VALLEY GOLF COURSE INC.	
sn515619	2017/06/21	APL (GENERAL)		*** COMPLETELY DELETED *** QUEEN PROPERTIES INC.		
REI	MARKS: DELETE	S RO234704				
SN515882	2017/06/22	TRANSFER		*** COMPLETELY DELETED *** QUEEN PROPERTIES INC.	2557815 ONTARIO INC.	
SN515883	2017/06/22	CHARGE	\$2,500,000	2557815 ONTARIO INC.	QUEEN PROPERTIES INC.	С
SN515884	2017/06/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** EAGLE VALLEY GOLF COURSE INC.		
REI	MARKS: SN3711	50.				
SN515893	2017/06/22	TRANSFER	\$5,100,000	2557815 ONTARIO INC.	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	С
REI	MARKS: PLANNI	NG ACT STATEMENTS.				
SN534116	2017/11/16	CHARGE	\$2,650,000	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	TRISURA GUARANTEE INSRUANCE COMPANY	С
SN542974	2018/02/12	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	MALTZ, MURRAY	
SN542994	2018/02/12	POSTPONEMENT		*** COMPLETELY DELETED *** TRISURA GUARANTEE INSURANCE COMPANY	MURRAY MALTZ	
REI	MARKS: SN5341	16 TO SN542974		TAIDOUT GOIRGINED INDOUNCE COMMIN	Total Table	
SN553433	2018/05/30	CHARGE PARTNERSHIP	\$1,442,000	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE FIGUEIRAS, BALTAZAR DE JESUS PINA PATULEIA	С
SN553434	2018/05/30	POSTPONEMENT		TRISURA GUARANTEE INSURANCE COMPANY	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE FIGUEIRAS, BALTAZAR DE JESUS PINA PATULEIA	С

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.



LAND REGISTRY OFFICE #59

64269-0559 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:30:32

* 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/ CHKD
RE	MARKS: SN5341	16 TO SN553433				
SN553543	2018/05/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** MALTZ, MURRAY		
REI	MARKS: SN5429	74.				
SN585022	2019/04/04	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO NIAGARA FALLS EAGLE VALLEY LP GO-TO NIAGARA FALLS EAGLE VALLEY INC.	SCARECROW CAPITAL INCORPORATED	
SN606209		NOTICE	\$2	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE FIGUEIRAS, BALTAZAR DE JESUS PINA PATULEIA	С
REi	MARKS: SN5534	33				
SN619277	2020/02/07	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** PETER J. LESDOW ARCHITECT INC.		
SN623446	2020/03/17	APL DEL CONST LIEN		*** COMPLETELY DELETED *** PETER J. LESDOW ARCHITECT INC.		
REI	MARKS: SN6192	77.				
sn639911	2020/08/28	TRANSFER OF CHARGE		IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE FIGUEIRAS, BALTAZAR DE JESUS PINA PATULEIA	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE	С
REI	MARKS: SN5534	33.		Troubline, Bibliotic Burgers, St. 1995, 19		
SN639912	2020/08/28	NOTICE	\$3,000,000	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE	С
REI	MARKS: SN5534	33				
sn639913	2020/08/28	POSTPONEMENT		TRISURA GUARANTEE INSRUANCE COMPANY	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE	С
REI	MARKS: SN5341	16 TO SN639912				
SN639914	2020/08/28	POSTPONEMENT		*** COMPLETELY DELETED *** SCARECROW CAPITAL INCORPORATED	IMPERIO SA HOLDINGS INC.	
REI	MARKS: SN5850	22 TO SN639912			FISCHER, GABRIELE	
SN653077	2020/12/03	CHARGE	\$200,000	GO-TO NIAGARA FALLS EAGLE VALLEY INC. GO-TO NIAGARA FALLS EAGLE VALLEY LP	LESDOW, PETER	С

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.



LAND REGISTRY OFFICE #59

64269-0559 (LT)

PAGE 4 OF 4

PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:30:32

* 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/ CHKD
SN664556	2021/03/09	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				SCARECROW CAPITAL INCORPORATED	2768819 ONTARIO LTD.	
REI	MARKS: SN5850	22.				
SN667849	2021/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2768819 ONTARIO LTD.		
REI	MARKS: SN5850	22. SN664556, SN6399	14	2700019 ONIARIO EID.		
SN700523	2021/11/12	CONSTRUCTION LIEN	\$338,355	MENARD CANADA INC.		

LRO # 59 Charge/Mortgage

Registered as SN534116 on 2017 11 16 at 16:39

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

yyyy mm dd Page 1 of 2

Properties

PIN 64269 - 0559 LT Interest/Estate Fee Simple

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD; PT

RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN

SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

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 GO-TO NIAGARA FALLS EAGLE VALLEY INC.

Address for Service 1267 Cornwall Road, Oakville, Ontario

J6J 7T5

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

Name GO-TO NIAGARA FALLS EAGLE VALLEY LP

Address for Service 1267 Cornwall Road, Oakville, Ontario

J6J 7T5

I, Oscar Furtado, 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 TRISURA GUARANTEE INSRUANCE COMPANY

Address for Service Bay-Adelaide Centre

333 Bany Street Suite 1610, Box 22 Toronto, ON M5H 2R2

Provisions

Principal \$2,650,000.00 Currency CDN

Calculation Period

Balance Due Date On Demand

Interest Rate
Payments

Interest Adjustment Date

Payment Date
First Payment Date
Last Payment Date

Standard Charge Terms 201104

Insurance Amount full insurable value

Guarantor

Signed By

Janna Broit 1000-120 Adelaide St. W. acting for Signed 2017 11 16

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

10223-0003555-5

LRO # 59 Charge/Mortgage

Registered as SN534116 on 2017 11 16 at 16:39

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

yyyy mm dd Page 2 of 2

Submitted By

SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W.

2017 11 16

Toronto M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

\$63.65 Statutory Registration Fee

Total Paid \$63.65

File Number

Chargee Client File Number: 39856/BM LRO # 59 Charge By Partnership

Registered as SN553433 on 2018 05 30 at 13:5

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

yyyy mm dd Page 1 of 25

Properties

PIN 64269 - 0559 LT Interest/Estate Fee Simple

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD

BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

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 GO-TO NIAGARA FALLS EAGLE VALLEY INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario L6G 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO NIAGARA FALLS EAGLE VALLEY LP

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario L6G 7T5

This is the firm name of the Partnership/Limited Partnership.

Chargee(s)		Capacity	Share
Name	IMPERIO SA HOLDINGS INC.	Tenants In Common	700,000.00 of 1,442,000.00
Address for Service	917-60 Southport Street Toronto, Ontario M6S 3N4		
Name	FISCHER, GABRIELE	Tenants In Common	682,000.00 of 1,442,000.00
Address for Service	151 Oxford Street Richmond Hill, Ontario L4C 4L6		
Name	FIGUEIRAS, BALTAZAR DE JESUS PINA PATULEIA	Tenants In Common	60,000.00 of 1,442,000.00
Address for Service	5A Old Mill Drive Toronto, Ontario M6S 4S7		

Statements

Schedule: See Schedules

Provisions

Principal \$1,442,000.00 Currency CDN

Calculation Period INTEREST ONLY PAYMENTS

Balance Due Date 2019/06/01
Interest Rate 12.00

Payments

Interest Adjustment Date 2018 06 01

Payment Date First Payment Date

LRO # 59 Charge By Partnership

Registered as SN553433 on 2018 05 30 at 13:50

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

yyyy mm dd Page 2 of 25

Provisions

Last Payment Date 2019 06 01 Standard Charge Terms 200033

 Insurance Amount
 Full insurable value

 Guarantor
 see Additional Provisions

Additional Provisions

The Guarantors for this Charge/ Mortgage are Oscar Furtado, Michael Smith, Capital Build (Eagle Valley) Holdings Inc., and Capital Build Construction Management Corp.

An interest reserve in the amount of \$173,040.00 shall be held back from the advance representing interest payable to the end of term.

Signed By

Davide Joseph Di Iulio 1000-120 Adelaide St. W. acting for Signed 2018 05 30

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

SCHNEIDER RUGGIERO LLP 1000-120 Adelaide St. W. 2018 05 30

Toronto

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$63.65 Total Paid \$63.65

File Number

Chargee Client File Number: 40309

SCHEDULE TO THE ATTACHED CHARGE/MORTGAGE

RECITALS

The Lender has agreed to make a loan in favour of Go-To Niagara Falls Eagle Valley LP upon the terms and conditions more particularly contained herein.

Go-To Niagara Falls Eagle Valley Inc. as general partner for Go-To Niagara Falls Eagle Valley LP. is the registered owner of the lands and premises described in the electronic Charge to which this schedule is attached.

This Charge is given by the Borrower to the Lender as continuing security for the repayment by Go-To Niagara Falls Eagle Valley LP to the Lender of such loan and the performance by Go-To Niagara Falls Eagle Valley LP of its obligations as more particularly described herein.

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Charge the following definitions will apply:
- "Additional Amount" has the meaning ascribed to it in Section 6.2 hereof;
- "Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and shall also include any interpretation of the Law or any part of the Law by any Person having jurisdiction over it or charged with its administration or interpretation;
- "Applicable Rate" means the interest rate set out in the electronic Charge to which this schedule is attached or, in the alternative, the interest rate set out in the Commitment. The Applicable rate shall, in no event, be less than 12% per annum, calculated monthly not in advance;
- "Bills" has the meaning ascribed thereto in Section 10.1(a);
- "Borrower" means each party(s) identified as "Chargor" set out in the electronic Charge to which this schedule is attached and its successors and assigns:
- "Business Day" means a day on which the Lender is open for business but specifically excluding Saturdays, Sundays or statutory holidays pursuant to the laws of Canada or the Province of Ontario and "Business Days" means more than one Business Day;
- "Charge" means this charge/mortgage of land and all instruments supplemental hereto or in amendment, renewal, extension, restatement, replacement or confirmation hereof;
- "Charged Premises" means, collectively, the Lands and the Improvements;
- "Commitment" means the letter of commitment between the Borrower Go-To Niagara Falls Eagle Valley Inc. in its capacity as general partner for Go-To Niagara Falls Eagle Valley LP and Trilend Inc. as the Lender, dated 7 May 2018, as the same has been or may be amended, restated, supplemented, renewed, extended or superseded from time to time;
- "Environmental Approvals" has the meaning ascribed to it in Section 12.1 hereof;
- "Environmental Laws" or "Environmental Law" has the meaning ascribed to them in Section 12.1 hereof;
- "Event of Default" has the meaning ascribed thereto in Section 18.1 hereof;
- "Event of Insolvency" means the occurrence of any one of the following events:
- (a) If the Borrower, or the Guarantor(s), shall, other than as expressly permitted hereby:
 - (i) be wound up, dissolved or liquidated, whether pursuant to the provisions of the laws of the Province of Ontario or the federal laws of Canada applicable therein, or any other law or otherwise, or becomes subject to the provisions of the Winding-Up and Restructuring Act (Canada), or has its existence terminated or has any resolution passed therefor; or
 - (ii) makes a general assignment for the benefit of its creditors or files a proposal or a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada), shall otherwise acknowledge its insolvency or shall be declared or become bankrupt or insolvent; or
 - (iii) proposes a compromise or arrangement or otherwise brings proceedings under or becomes subject to the provisions of the Companies' Creditors Arrangement Act (Canada) or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or any other relief for itself under, or in any way takes the benefit of, the Bankruptcy and Insolvency Act (Canada) or any other present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors; or
 - (iv) be unable, by reason of insolvency or similar circumstances, to pay its trade creditors generally, within one hundred and twenty (120) days of the rendering of trade accounts or admit its inability to pay its debts or perform its obligations as they become due; or

- (b) If a court of competent jurisdiction shall enter an order, judgment or decree against the Borrower in respect of any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of existence, declaration of bankruptcy or insolvency, or similar relief under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors, or the Borrower shall acquiesce in the entry of such order,
 - judgment or decree, unless the Borrower is also proceeding forthwith to diligently and in good faith contest the same and, provided that none of the Charged Premises, the Charge or the Security, the value of the Charged Premises or the operation thereof, are adversely affected and there is no prejudice to the Lender in the Lender's reasonable opinion, and such order, judgement or decree is vacated or permanently stayed within fifteen (15) days of its making; or
- (c) If any trustee in bankruptcy, receiver, receiver and manager, monitor or liquidator or any other officer with similar powers shall be appointed for the Charged Premises or any portion thereof, or for the Borrower or the Guarantor(s), or for all or any substantial part of its assets or its interest in the Charged Premises with the consent or acquiescence of the Borrower; or
- (d) If, other than as expressly permitted hereby, an encumbrancer or the holder of any lien or charge or any other creditor takes possession of the Charged Premises or the Borrower's interest in the Charged Premises, or any part thereof, or if a distress, execution, garnishment or any similar process is levied or enforced upon or against the same;

"Governmental Authority" means any federal, provincial, territorial or municipal government and any executive, judicial, regulatory or administrative functions of, or pertaining to, government (including, without limitation, all boards, commissions, agencies, departments and ministries);

"Guarantor(s)" means any Person from time to time guaranteeing the Indebtedness;

"Hazardous Substance" has the meaning ascribed to it in Section 12.1 hereof;

"Improvements" means the buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements now located on the Lands and all appurtenances pertaining thereto, together with all other buildings, structures, fixtures and improvements hereafter located from time to time in, on or under the Lands and all personal property, equipment and chattels now or hereafter affixed to the Lands or to such buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements owned by the Borrower;

"Indebtedness" means, collectively, the Principal Sum, any debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender of any kind or nature, present or future and arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and in all cases arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith. The term includes, without limitation, all interest, yield maintenance, charges, expenses, fees, including all processing and commitment fees and all legal fees and disbursements (in each case whether or not allowed), and any other sum chargeable to the Borrower under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith;

"Inspections" has the meaning ascribed to it in Section 12.1 hereof;

"Interest Adjustment Date" means the interest adjustment date set by the Lender for the purposes of setting a payment schedule;

"Lands" means the lands and premises described in the electronic Charge to which this schedule is attached, including all tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, and the reversion or reversions, remainder and remainders, rents, issues and profits therefrom, and all the estate, right, title, interest, property claim and demand whatsoever of the Borrower of, in and to the same and of, in and to every part thereof;

"Lease Benefits" means the benefit of all covenants and obligations of tenants, licencees or occupants contained in any of the Leases, including, without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the landlord's rights under any Lease and generally any collateral advantage or benefit to be derived from the Leases or any of them;

"Lease Rights" means, collectively, the Leases, the Rents and the Lease Benefits;

"Leases" means all present and future leases, subleases, licences, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Borrower, or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Charged Premises, including all agreements collateral thereto, but which, for the purpose of this definition does not include the Property Lease, and "Lease" means any one of them;

"Lender" means the party identified as "Chargee" in the electronic Charge to which this schedule is attached, and its successors and assigns;

"Loan" means the loan extended or to be extended by the Lender to the Borrower in the principal amount set out in the electronic Charge to which this schedule is attached and secured by this Charge and other security given to the Lender by the Borrower and the Guarantor(s), if any;

"Major Tenant Leases" means any agreements to lease, offers to lease or leases, subleases or occupancy agreements in respect of premises situate on the Charged Premises and which are determined by the Lender in its discretion to be material to the Charged Premises and the extension and maintenance of the Loan;

"Maturity Date" means, subject to early maturity by reason of the occurrence of an Event of Default and the acceleration of repayment at the option of the Lender, the balance due date set out in the electronic Charge to which this schedule is attached;

"Permitted Encumbrances" means encumbrances, liens and interests affecting the Charged Premises which are acceptable to the Lender in its sole discretion;

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated or entity or association of any nature;

"Principal" or "Principal Sum" means the principal amount of the Loan owing from time to time by the Borrower to the Lender;

"Rents" means all rents, issues and profits now due or to become due under or derived from the Leases;

"Security" means, collectively, all other or additional security, other than this Charge, given by the Borrower or others to the Lender as security for the Loan;

"Taxes" means for each year during the term of this Charge all real property taxes, business taxes, rates, duties, charges, assessments, impositions, taxes, levies and charges for local improvements or otherwise, imposed upon or assessed against the Charged Premises or any part or parts thereof by any Governmental Authority including, without limitation, school boards, and paid or payable by the Borrower or any tenant of the Charged Premises, but shall not include franchise, capital levy or transfer tax or any income, excess profits or revenue tax or any other tax or impost of a personal nature charged or levied upon the Borrower or any tenant of the Charged Premises. If the system of real property taxation or business shall be altered or varied and any new tax shall be levied or imposed on all or any portion of the Charged Premises or the revenues therefrom in substitution for, or in addition to, taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included herein; and

"Term" means the term of this Charge and being a period which expires on the Maturity Date.

ARTICLE 2 - CHARGING PROVISIONS

- 2.1 Now therefore witnesseth that the Borrower, being the registered owner of a freehold estate in fee simple in possession of the Lands, in consideration of the Loan advanced or to be advanced by the Lender to the Borrower or for its benefit, and as security for the repayment of all Indebtedness and the performance of the obligations of the Borrower hereunder, does hereby grant, mortgage, charge and create a security interest in, to and in favour of the Lender all of its estate, right, title and interest in and to the Charged Premises and covenants and agrees to and with the Lender as hereinafter provided.
- The last day of any term reserved by any lease or sublease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower, as lessee, and forming part of the Charged Premises is hereby excepted out of the mortgage, charge, assignment and security interest hereby created or granted or any instrument in implementations hereof, and the same shall be deemed to be a charge by way of sublease. As further security for the payment of the Indebtedness, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Charge and to assign and dispose thereof, without cost or expense to the Lender, in such manner as the Lender shall by notice in writing, for such purpose, direct. Upon any sale, assignment, sublease or other disposition of such leasehold interest or any part thereof, the Lender, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser, assignee, sublessee or other acquirer thereof, shall be entitled by deed or writing to appoint such party or parties as a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

ARTICLE 3 - REPAYMENT AND INTEREST

- 3.1 The Borrower covenants to pay to or to the order of the Lender at its offices as set out in Article 23 hereof or at such other address as the Lender may from time to time designate in writing, without set-off, compensation or deduction, and without deduction for bank service or any other charges, the Principal Sum together with all other Indebtedness with interest thereon at the Applicable Rate, as well after as before maturity and both before and after default, demand and judgment. Such interest at the Applicable Rate shall be computed from the date of advance to become due and be paid initially on the Interest Adjustment Date and thereafter to be paid in equal instalments of interest, commencing on the first payment date set out in the Commitment or in the electronic Charge to which this schedule is attached and continuing each month during the Term, to and including the last payment date set out in the Commitment or the electronic Charge to which this schedule is attached, each such instalment to be in the amount stipulated in the Commitment or in the electronic Charge to which this schedule is attached and the last instalment, in the amount of the then remaining balance of the Principal Sum, other Indebtedness and accrued interest thereon, to be paid on the Maturity Date.
- 3.2 The Borrower acknowledges and agrees that monthly instalments for interest described in Section 3.1 together with all payments for Taxes as set out in Section 10.1 hereof must pass through a single bank account on which the Borrower will have provided post-dated cheques (as required by the Lender) or have pre-authorized the Lender to withdraw the monthly payments under this Charge plus any Taxes payable in respect of the Charged Premises if not otherwise paid by the Borrower. In addition, the Borrower must maintain at all times in such account a minimum balance equal to the sum of the monthly payment of principal, interest and Taxes (as such Taxes become due).
- 3.3 It is hereby agreed that if default should occur in payment of any sum due at the time appointed for payment thereof as herein provided, compound interest at the Applicable Rate shall be payable on the sum in arrears from time to time, as well after as before maturity, and if interest as compounded is not paid within one (1) month from the time of default, a rest shall be made, and compound interest at the Applicable Rate shall be payable on the aggregate then due, as well after as before maturity, both before and after default, demand and judgement and so on from time to time and all such interest and compound interest shall be a charge on the Charged Premises.
- 3.4 All interest in arrears shall be treated (as to payment of interest thereon) as Principal and shall bear compound interest, as well after as before maturity, default and judgement as provided in Section 3.3 hereof.
- 3.5 The Borrower will pay interest, including interest on overdue interest, at the Applicable Rate on any arrears of instalments of principal and/or interest, and any payment by the Borrower shall be applied by the Lender first on account of interest and then on account of principal.

3.6 All payments of principal and interest pursuant to Section 3.1 shall be made to and received by the Lender prior to 3:00 p.m. on the date due, failing which such payment shall be deemed received on the next succeeding Business Day provided that in such case, such extension of time shall be included for the purpose of computation for interest; provided further that in the event any payment is due on a day which is not a Business Day, it shall be payable prior to 3:00 p.m. on the next succeeding Business Day and provided such payment is received by such date and such time, then, save in respect of repayment of the Indebtedness at the Maturity Date where interest shall be charged for extensions to the next succeeding Business Day, interest shall not be charged for such extension.

ARTICLE 4 - CRIMINAL RATE OF INTEREST

4.1 Notwithstanding any other provisions of this Charge, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, (Canada), as the same shall be amended, replaced or re-enacted from time to time) payable to the Lender under this Charge exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Charge lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and the amount of such payment or collection in excess of that lawfully permitted shall be refunded by the Lender to the Borrower.

ARTICLE 5 - INTEREST ACT (CANADA)

- 5.1 For the purposes of this Charge, whenever interest is payable or stated not on the basis of a yearly rate, such rate of interest may be determined by multiplying the Applicable Rate by a fraction the numerator of which is the actual number of days in the calendar year in which the same is to be ascertained and the denominator of which is the number of days in the period for which such rate is determined to be payable.
- 5.2 All calculations of interest or fees under this Charge are to be made on the basis of the stated rates set out herein and not on any basis which gives effect to the principle of deemed re-investment.

ARTICLE 6 - PREPAYMENT

- 6.1 Subject to prepayment provisions provided for in the Commitment, if any, or early maturity by reason of the acceleration of the repayment of the Indebtedness at the option of the Lender upon the occurrence of an Event of Default, the Borrower shall not be entitled to prepay all or any portion of the Principal under this Charge prior to the Maturity Date.
- 6.2 For the purpose of this paragraph and the capitalized terms used in this paragraph, the following expressions shall have the following respective meanings:
- (a) "Discounted Value" means, with respect to any Prepaid Principal, the amount calculated by the Lender, obtained by discounting all Remaining Scheduled Payments relating to such Prepaid Principal from their respective scheduled due dates to the Prepayment Date, in accordance with accepted financial practice at a discount factor (applied on a monthly basis) equal to the Effective Bond Rate:
- (b) "Effective Bond Rate" means at any time, the rate of interest, expressed as an annual rate, compounded semi- annually, equal to the average of the closing mid-point bid side yields for the three (3) Business Days commencing five (5) Business Days prior to the Prepayment Date of the most actively-traded issue of non-callable Government of Canada bonds with interest compounded semi-annually and having a term to maturity as close as possible to the remaining unexpired term of the Loan from and after the Prepayment Date and with a face coupon as close as possible to the yield to maturity of such bonds as selected by the Lender;
- (c) "Government of Canada Bond" means a non-callable Government of Canada bond issued in Canadian dollars with interest payable semi-annually, not in advance, and which matures on the Maturity Date (and if more than one of such bonds matures on such date, the bond selected shall be the bond with the coupon rate closest to the interest rate of the Loan (provided such bond is actively traded) or, where no bond matures on such date or a bond matures on such date but is not actively traded, then the two most actively traded bonds (the "Active Bond") with maturity dates closest to such date, the first of which shall have a maturity date prior to such date and the second, of which shall have a maturity date after such date, and if there is more than one bond with these characteristics, or which matures on the Maturity Date, the bond selected shall be the bond with the coupon rate closer to the current yield to maturity of the Loan;
- (d) "Prepaid Principal" means the principal component of any amount prepaid or otherwise received by the Lender on the Prepayment Date which is applied in reduction of the Principal Sum of the Loan;
- (e) "Prepayment Date" means the date on which the Lender receives any Prepaid Principal; and
- (f) "Remaining Scheduled Payments" means the amounts of such Prepaid Principal plus all interest which would accrue thereon and would be due on dates after the Prepayment Date if no payment of such Prepaid Principal were made prior to its scheduled due date.

If prepayment of all or any part of the Principal Sum (in excess of that permitted by the Commitment, if any) occurs prior to the Maturity Date by reason of payment after acceleration by the Lender at its option upon the occurrence of an Event of Default or by any other reason whatsoever (the Borrower acknowledging that it has no right of prepayment prior to the Maturity Date and this Paragraph 6.2 does not provide it with such right), the Borrower agrees to pay the Lender an amount equal to the Principal Sum, all accrued and unpaid interest and all other monies secured by this Charge, and to indemnify and save harmless the Lender from and against all costs and losses resulting from such prior repayment or prepayment to the extent permitted by law. In addition thereto and only to the extent permitted by law, the Borrower shall pay to the Lender, an additional amount (the "Additional Amount") equal to the amount, if any, by which the Discounted Value exceeds the Prepaid Principal. In the event of prepayment as a result of a default, the Borrower acknowledges and agrees that this Additional Amount represents only a genuine pre-estimate of the damage from lost yield and other costs to the Lender and is not a penalty. In the event of prepayment for any other reason whatsoever, the Borrower acknowledges and agrees that Additional Amount is the price to be

paid for any prepayment of all, or any part, of the Loan for any reason. In these circumstances, the Additional Amount represents a freely negotiated price for prepayment.

ARTICLE 7 - NO OBLIGATION TO ADVANCE

- 7.1 The Borrower acknowledges and agrees that the Lender is not bound to make any advance of any of the Principal Sum or any unadvanced portion thereof by reason of the registration of this Charge in any place or registry office or the advance of any part of the said Principal Sum, it being acknowledged by the Borrower that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained herein being true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the Security or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.
- 7.2 In the event this Charge is registered and either no advance whatsoever is made hereunder by the Lender or the Borrower's ability to draw down funds is terminated by the Lender before any funds are advanced, the Lender will, at the expense of the Borrower and upon payment of all monies, costs, fees and disbursements then due to the Lender, promptly upon request by the Borrower execute and deliver to the Borrower, or any agent thereof, registrable discharges of this Charge and of the Security, for use in every registry office where they or notices thereof have been recorded or filed; provided that the Borrower acknowledges that this Section 7.2 shall be of no effect once any advance of the funds is made hereunder by the Lender.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 The Borrower represents and warrants in favour of the Lender, acknowledging that the Lender is relying on such representations and warranties in extending the Loan:
- (a) The Borrower is a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and has all necessary corporate power and authority to enter into this Charge and the Security and to perform or cause to be performed its obligations contained herein and therein, to own and operate the Charged Premises and to carry on it business pertaining thereto as presently carried on;
- (b) There are no provisions in the articles or bylaws of the Borrower or any unanimous shareholders agreement of or with respect to the Borrower or to which the Borrower is a party which restrict, limit or regulate in any way the powers of the Borrower to borrow on credit or to issue, sell or pledge any of the property or assets now or hereafter owned by it to secure its debt obligations, save and except any provisions which have been complied with. No steps or proceedings have been taken or are pending to amend or supersede the articles or bylaws of the Borrower in a manner which would impair or limit the Borrower's ability to perform its obligations hereunder or under the Security;
- (c) The Borrower has taken all necessary corporate action to authorize the execution and delivery of this Charge and the Security, and performance of the provisions of each in accordance with its terms;
- (d) The authorization, creation, execution or delivery of this Charge or the Security or the Borrower's performance of its obligations hereunder or thereunder does not require any approval or consent of any Governmental Authority having jurisdiction nor will any such action be in conflict with or contravene any of the Borrower's articles, bylaws, unanimous shareholders agreement, if any, or resolutions of directors or shareholders, or the provisions of any indenture, instrument, agreement or undertaking to which the Borrower is a party or by which it or its properties or assets are bound, or result in the creation, imposition or cyrstallization of any hypothec, title retention, charge, pledge, lien, encumbrance or security interest of any kind upon any of its property or assets subject to the Charge or security interest created thereby or by the Security other than in accordance with the provisions of this Charge and the Security. This Charge and the Security when executed and delivered will constitute valid and legally binding obligations of the Borrower, enforceable against it in accordance with its terms;
- (e) There is not now pending or, to the best of the Borrower's knowledge or belief after due inquiry, threatened against the Borrower, any litigation, action, suit, investigation or other proceeding by or before any court, tribunal or other competent Governmental Authority which would materially adversely affect the present or prospective ability of the Borrower to perform its obligations under this Charge or the Security, as the case may be, or which calls into question the validity or enforceability of this Charge or the Security;
- (f) No Event of Insolvency has occurred or is threatened or pending;
- (g) The Borrower is the registered owner of and has a good and marketable title in fee simple to the Lands, and, unless otherwise disclosed to the Lender in writing, is the legal and beneficial owner of the Charged Premises, free and clear of all security interests, charges, liens and other encumbrances whatsoever except for the Permitted Encumbrances, which Permitted Encumbrances are in good standing;
- (h) The Borrower has the right to charge the Charged Premises to the Lender;
- (i) The Borrower has not received any notice of or threat of a lien under the Construction Lien Act (Ontario), as amended, against the Charged Premises nor has any lien been registered against the Charged Premises in respect of labour, materials or services furnished with respect to any improvement thereon which has not been discharged;
- (j) Unless expressly stipulated in the Commitment, the Charge is not being given with the intention to use the proceeds thereof to finance any alterations, additions or repairs to, or any construction, erection, demolition or installation on the Charged Premises or any structure thereon;
- (k) Unless expressly stipulated in the Commitment, the Charge is not a building mortgage, within the meaning of the Construction Lien Act (Ontario), as amended, and the funds to be advanced by the Lender are not being used to repay a building mortgage;
- (1) There has been no improvement or materials supplied on or in respect of the Charged Premises in respect of which a construction lien could arise and which has not been completed or abandoned within the forty-five (45) days immediately preceding the date hereof;

- (m) Except as disclosed to the Lender in writing, the existing and proposed uses, the operation of the Charged Premises and the business conducted thereon comply and, to the best of the Borrower's knowledge and belief, have (including all prior uses) at all times complied with all Applicable Laws, including all Environmental Laws, and the Borrower is not in violation of, and does not violate, by virtue of the ownership, use, maintenance or operation of the Charged Premises or the conduct of any business related thereto, any Applicable Laws, including all Environmental Laws;
- (n) The Charged Premises may be charged by the Borrower in compliance with the Planning Act (Ontario), and no severance of any
 adjoining lands owned by the Borrower is required;
- (o) All financial statements and data delivered or presented to the Lender by the Borrower up to and including the date hereof are true and correct in all material respects as at the dates and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender all financial information relevant to the Lender in respect of making the Loan and there is no information, financial or otherwise, which has not been disclosed to the Lender which would be material to the Lender in its decision to advance the Loan, and, without limiting the foregoing, neither the Guarantor(s) nor the Borrower has failed to disclose to the Lender any facts or information material to the making of the Loan;
- (p) No Event of Default, or an event which with the giving of notice, lapse of time or otherwise, would constitute an Event of Default exists:
- (q) Each Permitted Encumbrance is in good standing and all obligations and covenants required to be met or complied with thereunder on the part of the Borrower have been complied with and, in respect to any other party thereto to the best of the Borrower's knowledge and belief, have been met or complied with;
- (r) All Leases entered into as of the date hereof are valid, subsisting and enforceable leases and are in good standing as of the date hereof without right of set-off or abatement;
- (s) The Borrower is not bound by any indenture, agreement, lease or other instrument, nor is it subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction or any of the Applicable Laws, which materially adversely affects its business operations in respect of the Charged Premises or the performance of its obligations under this Charge or the Security;
- (t) The Borrower has complied with all Applicable Laws in respect of any residential unit located on the Charged Premises, including in respect of any conversion, demolition, rentals charged or filings or applications to be made and there are no outstanding orders, decisions or directives made or pending which are or would be adverse to the Borrower or the Charged Premises in respect of any residential unit located on the Charged Premises;
- (u) If the Borrower is a limited partnership, each partner of the limited partnership is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (v) With respect to each partner of the limited partnership of which the Borrower is a general partner that is a Canadian corporation, either (i) the shares of that corporation do not derive their value, directly or indirectly, primarily from foreign property, all within the meaning of the *Income Tax Act* (Canada) or (ii) the corporation is a corporation described in subsection 206(1.1) of the *Income Tax Act* (Canada), as that provision may be amended from time to time;
- (w) The Borrower shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Lands intended to rank subordinate to this Charge; and
- (x) The Borrower is not and shall not be during the Term (without the prior written consent of the Lender), a farmer within the meaning of the Farm Debt Mediation Act (Canada).
- 8.2 The representations and warranties set out in this Article 8 shall speak as of the date made, survive the execution and delivery of this Charge and the making of any advance hereunder and continue to be true and accurate during the Term of this Charge, notwithstanding any investigations or examinations which may be made by the Lender or the Lender's solicitors and the Lender shall be deemed to have relied on such representations and warranties in making advances under the Loan.
- 8.3 The Borrower shall indemnify and save harmless the Lender from and against all losses, damages, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from any omission, inaccuracy or misrepresentation of the Borrower herein relating to or concerning the Charged Premises and with respect to all losses, charges, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from or arising in connection with environmental matters relating to, arising from, in connection with or concerning the Charged Premises, whether referred to or contemplated herein or hereby.

ARTICLE 9 – COVENANTS

- 9.1 The Borrower covenants with the Lender that upon the occurrence of an Event of Default, the Lender shall have quiet possession of the Charged Premises, free from any encumbrances, save and except for the Permitted Encumbrances.
- 9.2 The Borrower shall not without the prior written consent of the Lender, which may be withheld in the sole discretion of the Lender permit or suffer to exist any charges, liens, security interests or other encumbrances against the Charged Premises, save and except for the Permitted Encumbrances; and the Borrower shall maintain the Permitted Encumbrances in good standing and provide notice to the Lender forthwith of any default under any of the Permitted Encumbrances.
- 9.3 The Borrower shall not initiate, permit or suffer to exist any Event of Insolvency, in respect of itself or, to the extent that the Loan, this Charge or the Security is affected by the occurrence of any such event, of any related person or corporation, including without limitation, any parent corporation of the Borrower. The Borrower covenants and agrees (i) to provide two Business Days' notice prior to the occurrence of an Event of Insolvency (an "Insolvency Notice"), and agrees that the receipt of an Insolvency Notice by the Lender shall constitute an immediate Event of Default if the Borrower or any Guarantor(s) is an applicant or takes the benefit of such statute or proceeding or if any of these proceedings otherwise affect the rights or

entitlements of the Lender under the Loan, this Charge or the Security or the Lender's ability to enforce this Charge or the Security, and (ii) prior to the commencement of any such proceedings, to deliver to the Lender copies of all relevant filing materials, including, without limitation, copies of draft court orders, plans of compromise, proposals and notices of intention, it being intended by the Borrower that the Lender be entitled during the period after receipt of an Insolvency Notice to enforce this Charge and the Security for the purpose of, among other things, taking possession and control of the Charged Premises, in the Lender's sole discretion.

- 9.4 The Borrower shall not, without the prior written consent of the Lender, initiate, join in or consent to any change to or modification in any private restrictive covenant, municipal or other governmental law, rule or regulation, by-law, or any other public or private restrictions, limiting or defining the uses which may be made of the Charged Premises, or any part thereof and which could adversely affect the Charge, the Security, the day- to-day operations of the Charged Premises, the income derived therefrom or the value of the Charged Premises.
- 9.5 The Borrower shall comply in all respects with all covenants, deed restrictions, easements and Applicable Laws which pertain to the ownership, use or operation of the Charged Premises or the performance by the Borrower of its obligations under this Charge and shall ensure that all representations and warranties contained herein continue to be true and accurate at all times during the Term.
- 9.6 The Borrower shall permit the Lender, or cause to be made available to the Lender, access to all records, both written and electronic, pertaining to the Charged Premises and upon request shall make copies of such information for the Lender. For such purposes, the Lender shall have reasonable access to the Charged Premises or such other place as such records are kept upon reasonable prior written notice to the Borrower.
- 9.7 The Borrower shall fulfil on a timely basis any undertaking provided by it to the Lender at the time of the advance of the Loan.
- 9.8 The Borrower covenants to ensure that this Charge will remain a valid and enforceable mortgage of the Charged Premises with first priority subject only to the Permitted Encumbrances and the Borrower will fully and effectively maintain and keep the Security as valid and effective security during the currency hereof.
- 9.9 The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting the Charged Premises if the result thereof might have a material adverse effect on the Charged Premises, the financial condition or operations of the Borrower or any Guarantor(s) or its ability to perform its obligations hereunder and shall, from time to time, furnish to the Lender all reasonable information requested by the Lender concerning the status of such litigation, proceeding or dispute and shall in all such cases diligently and in good faith proceed to defend, settle or otherwise deal with any such litigation, proceeding or dispute in a commercially reasonable manner.
- 9.10 The Borrower shall promptly give notice to the Lender upon becoming aware of and provide particulars in respect of:
 - (a) An Event of Default or any event which with the passage of time or giving of notice would constitute an Event of Default;
 - (b) Any default under a Lease;
 - (c) Details of material renovations to the Charged Premises when the Borrower intends to or reasonably anticipates that it
 will renovate the Charged Premises;
 - (d) Any default under any Permitted Encumbrance;
 - (e) Any notice of expropriation, action or proceeding materially affecting the Charged Premises or the violation of any Applicable Law which may have a material adverse affect on the Charged Premises; and
 - (f) Any matter which may have a material adverse affect upon the Borrower or the Guarantor(s) or Charged Premises or the operations conducted thereon, or the security constituted by this Charge and the Security.
- 9.11 The Borrower covenants at all times:
 - (a) to perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases (except the extent the same have been expressly waived by the other parties to such Leases and except in circumstances where the tenant is in default and the Borrower is acting prudently and in the best interests of the Charged Premises);
 - (b) to maintain or cause to be maintained the Lease Rights in good standing and not to do, permit to be done or omit to do anything which may impair the enforceability of the Lease Rights;
 - (c) save for the deposits for the first and last month rentals, not to accept Rents more than one (1) month in advance of the dates when Rents fall due;
 - (d) not to enter into Leases which are not at arm's length unless the terms thereof are at least equal to current market terms;
 - (e) not to enter into Lease which do not constitute Major Tenant Leases (each of which must be approved by the Lender as hereafter provided) unless such leases are substantially on Lender pre-approved standard lease forms and not to enter into Major Tenant Leases without the Lender's approval as hereafter provided;
 - (f) not to or to permit termination, alteration or amendment or waiver of rights or remedies or otherwise take any action with respect to any of the Leases which in the aggregate would create a material reduction in Rents from those payable as of the date hereof, without the prior approval of the Lender;
 - (g) not to further assign, mortgage or pledge or permit the assignment, mortgaging or pledging of any Lease or the rents

- thereunder, save for assignments by tenants of their tenant's interest in Leases, to the extent permitted under such Leases; and
- (h) to ensure in respect of all Leases now or hereafter entered into that (i) the tenant thereunder, at the option of the Lender, subordinates its lease to the security of this Charge and attorns to and becomes a tenant of the Lender or any purchaser from the Lender in the event of the exercise of a sale remedy by the Lender, for the unexpired residue of the term and upon the terms and conditions of said lease, provided the Lender will agree to enter into non- disturbance agreements on commercially reasonable terms with all such tenants; and (ii) at the request of the Lender, provide as further security specific assignments of Leases hereinafter entered into.
- 9.12 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, enter into any agreement or document in respect of the Charged Premises (except for leases in accordance with the terms hereof and the Security) which is material to the ownership, value, operation, or use of the Charged Premises unless the same is in the ordinary course of business
- 9.13 With respect to any Major Tenant Lease, the Borrower shall not and shall not permit without the prior written consent of the Lender:
 - (a) cancel or modify any Major Tenant Lease, release the obligations of any lessee thereunder, accept a surrender of a Major Tenant Lease, accept any prepayment of Rents thereunder or consent to any sublet or assignment by the lessee under any Major Tenant lease (except where the provisions of such Major Tenant Lease require the landlord to do so); or
 - (b) enter into any Major Tenant Lease unless the terms, form and substance of such Major Lease is satisfactory to the Lender, acting reasonably; or
 - (c) to further assign, mortgage, pledge, hypothecate or otherwise deal with any Major Tenant Lease.
- 9.14 The Borrower shall do or cause to be done all things necessary to keep in full force and effect all rights, franchises, licences and qualifications necessary or incidental to perform or cause to be performed its obligations contained in this Charge and the Security and to carry on its business pertaining thereto as presently carried on.
- 9.15 The Borrower shall from time to time to pay or cause to be paid all amounts related to taxes, wages, workers compensation obligations, government royalties, and any other similar amounts relating to the business conducted on the Charged Premises if non-payment thereof may result in an encumbrance (other than a Permitted Encumbrance) against the Charged Premises or any of the assets secured in favour of the Lender by the Security.
- 9.16 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, cause or permit any change in the status of the Borrower that results in the representations contained in Subparagraph 8.1(u) or Subparagraph 8.1(v) ceasing to be accurate in all material respects.
- 9.17 The Borrower covenants, subject to the rights of reorganization herein contained, to continue as a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and maintain all necessary corporate power and authority to perform or cause to be performed its obligations contained herein and in the Security, to own and operate the Charged Premises and to carry on its business pertaining thereto as presently carried on.
- 9.18 The Borrower covenants that, unless in respect of a reorganization of the Borrower permitted under Paragraph 18.1(h) or with the consent of the Lender as provided therein, no steps or proceedings will be taken to amend or supersede the articles or bylaws of the Borrower and in any event no steps or proceedings, including any reorganization of the Borrower, will be taken in a manner which would impair or limit the Borrower's or its successor's ability to perform its obligations hereunder or under the Security.
- 9.19 The Borrower will not enter into any indenture, agreement, lease or other instrument, nor become subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction, which materially adversely affects the Charged Premises.

ARTICLE 10 - TAXES/LIENS

10.1

- (a) The Borrower shall pay or cause to be paid, all Taxes together with such other amounts, the failure to pay which would give rise to a lien against the Charged Premises, as and when the same shall fall due and payable (collectively, the "Bills").
- (b) With respect to Taxes at the option of the Lender, the Borrower shall pay to the Lender in equal monthly instalments on the first day of each month in each calendar year during the Term, commencing on the first day of the month next following the Interest Adjustment Date, one-twelfth (1/12) of the annual Taxes (or such amount as may be required in order to pay the Taxes as they become due) as reasonably estimated by the Lender; said payments of Taxes shall be paid to the Lender in addition to the instalments of principal and interest due and payable under this Charge, to be deposited upon receipt and held by the Lender in an interest-bearing account for the payment of Taxes, with interest to accrue thereon to the benefit of the Borrower and to be credited in reduction of the amount required to be paid to the Lender for Taxes. The Lender agrees that upon and subject to receipt of monies for Taxes it will remit such monies to the proper municipal offices in payment of Taxes as required from time to time; provided that if any Event of Default shall occur and be continuing, then the Lender, at its sole option, may apply all or any part of any funds held in such account to any amount due hereunder, whether principal, interest or otherwise. The Borrower shall also pay, or cause to be paid, to the Lender before the due date for the payment of Taxes (or next periodic instalment date therefor, as the case may be) any sums in addition to the aforesaid monthly instalments which may be required in order that out of such sums held in trust or escrow by the Lender and such additional sums, the Lender may pay the whole amount of Taxes

assessed thereto, on the due date for payment thereof. Notwithstanding the foregoing provisions of this Paragraph 10.1(b), the Borrower acknowledges that the Lender is under no obligation to collect from the Borrower monthly instalments on account of Taxes. In addition, the Borrower acknowledges its obligation to pay all Taxes when due, whether or not the payment of all Taxes are the responsibilities of tenants and whether or not such tenants have remitted the same to the Borrower.

- The Lender may, after written notice being given to the Borrower, pay all unpaid and due Taxes, and any amounts, the (c) failure to pay which would give rise to a lien and any amounts so paid by the Lender shall become part of the Principal hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender with interest at the Applicable Rate until paid.
- If the Charged Premises or any part thereof are sold or forfeited for nonpayment of Taxes while any sum remains (d) unpaid hereunder, the Lender may acquire the title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Lender may pay, either in its own name or in the name of the Borrower and on the Borrower's behalf, any and all sums necessary to be paid to redeem such land so sold or forfeited, and to revest such lands in the Borrower, and the Borrower hereby nominates and appoints the Lender as agent to pay such monies on the Borrower's behalf and in the Borrower's name, and any monies so expended by the Lender shall become part of the Principal Sum hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender and until so paid shall bear interest at the Applicable Rate or in the alternative, the Lender may purchase the Charged Premises at any tax sale of the same.
- Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest or defend any (e) actions brought to recover, or appeal any judgments recovered against it in respect of any Bills, or other like charges, or any construction or other liens levied or registered against the Charged Premises, by appropriate proceedings diligently conducted in good faith, provided that the Borrower shall have first deposited with the Lender, or otherwise provided to the reasonable satisfaction of the Lender, such security as the Lender acting reasonably may require including, without limitation, security for the payment of such Bills, charges or liens and any costs payable in connection therewith, and further provided that the Lender shall have determined, to its reasonable satisfaction, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall not materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises. Should the Lender at any time thereafter determine, in its reasonable discretion, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises, the Lender may realize upon such security for payment as aforesaid and pay such Bills, charges or liens. Upon termination of such proceedings, the Borrower shall promptly pay or cause to be paid the amount of the Bills, charges or liens and any other costs, fees, interest and penalties as are properly payable upon determination of such proceedings and promptly cause any tax notifications, caveats, liens, certificates of or pertaining litigation or any other form of notice or encumbrance in respect thereof to be promptly discharged from the title to the Charged Premises at the sole expense of the Borrower whereupon all such security deposited or otherwise provided to the Lender and any proceeds from the realization thereof not paid on account of Bills as aforesaid, shall be returned and paid to the Borrower.
 - The Borrower agrees to and does hereby indemnify the Lender against all claims, demands, costs, damages and (f) expenses which arise in respect of any default, late payment, omission, act or proceeding by the Borrower, under or in respect of this Section 10.1.
 - If the Lender comes into and for as long as it is in possession of the Charged Premises, the Lender, in its sole (g) discretion, shall be entitled to and shall enjoy all the rights of the Borrower set out in Paragraph 10.1(d) hereof, to the exclusion of the Borrower.

ARTICLE 11 - INSURANCE

- Subject to the terms and provision of the Commitment, the Borrower will immediately insure, unless already insured, and during 11.1 the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Lender, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Lender. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include insurance against loss or damage customarily provided in insurance policies including "all risks" insurance. Evidence of continuation of all such insurance having been effected shall be produced to the Lender at least thirty (30) days before the expiration thereof; otherwise the Lender may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Borrower and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Lender may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Lender and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Lender therefore shall be payable forthwith by the Borrower with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Lender as its interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Subject to the terms and provision of the Commitment, during any construction on the Charged Property, the Borrower shall 11.2
 - Builders' all-risk coverage for 100% of the construction cost with loss payable to the Lender by way of an (i) Insurance Bureau of Canada ("IBC") approved mortgage clause. The policy must cover flood, earthquake, building by-laws, delayed opening, must allow for partial occupancy of the premises and provide for interim loss payments during reconstruction;
 - (ii) adequate Wrap-Up Liability coverage;
 - Project performance and completion bonds and insurance, including coverage for labour and material bonds; (iii)

and

- (iv) adequate Professional Liability coverage;
- 11.3 The Borrower shall at all times maintain any other or additional insurance which the Lender may from time to time reasonably require and providing same is available on commercially reasonable terms.

ARTICLE 12 - ENVIRONMENTAL

12.1 The following capitalized terms shall have the following respective meanings:

"Environmental Approvals" means all applicable permits, licences, authorizations, consents, directions or approvals required by Governmental Authorities pursuant to the Environmental Laws with respect to the use, occupation, ownership or operation of the Charged Premises;

"Environmental Laws" means all applicable federal, provincial and municipal laws, by-laws, regulations, executory orders, judgments and protocols, relating in whole or in part, to the environment or its protection, and without restricting the generality of the foregoing, includes without limitation, those laws relating to the manufacturing, processing, use, handling, packaging, labelling, sale, storage, recycling, transportation, treatment, destruction, burial or disposal of Hazardous Substances, employee safety, and the emission, discharge, release, deposit, issuance, spraying, dumping, throwing, pouring, spilling, emptying, placing, leaking, seeping, exhausting or abandonment of Hazardous Substances into the atmosphere, air, surface water, ground water, land surface or subsurface strata and, in each such case, as such Environmental Laws may be amended or supplemented from time to time, and "Environmental Law" means any of them;

"Hazardous Substance" means any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in or the object of any Environmental Law, the presence of which in the environment is in contravention of any Environmental Law; and

"Inspections" means all inspections, evaluations or tests conducted by the Lender or any agent or consultant thereof for the purpose of determining the environmental condition of the Charged Premises, as the Lender may deem appropriate, acting reasonably.

- 12.2 The Borrower represents and warrants (which representations and warranties shall continue throughout the Term of the Loan) that:
 - (a) The condition and use of the Charged Premises is and, to the best of the Borrower's knowledge, any prior use of the same was, in compliance in all material respects with all applicable Environmental Laws;
 - (b) The Charged Premises is not subject to any judicial or administrative proceedings alleging violation of any Environmental Laws and there are no outstanding orders or proceedings against the Charged Premises from a Governmental Authority responsible for protecting the environment alleging the violation of any Environmental Laws;
 - (c) To the knowledge of the Borrower, the Charged Premises is not the subject of any investigation by Governmental Authorities having jurisdiction evaluating whether any remedial action is needed to respond to a contravention of any Environmental Laws; and
 - (d) There is no contingent liability of which the Borrower has knowledge or reasonably should have knowledge in connection with the contravention of any Environmental Laws.
- 12.3 The Borrower covenants with the Lender:
 - (a) If not already provided, to provide to the Lender within ninety (90) days of the execution of this Charge, an environmental audit with respect to the Lands, and if an event shall have occurred after the date of this Charge, which the Lender, acting reasonably, believes may have resulted or may result in material adverse change in the environmental condition of the Charged Premises or any part thereof, to provide such further environmental audits as the Lender may require;
 - (b) To provide notice within fifteen (15) days of either having learned of any enactment or promulgation of any Environmental Laws which may result in any material adverse change in the condition, financial or otherwise, of the Charged Premises;
 - (c) To defend, indemnify and hold harmless the Lender, its directors, officers, employees, agents and their respective successors and assigns, against any and all loss, cost, expense, claim, liability or alleged liability arising out of any environmental damage occasioned to the Charged Premises contravention of any Environmental Laws;
 - (d) To, at all times and at its own expense, conduct its business and maintain the Charged Premises in compliance with all Environmental Laws and Environmental Approvals including causing all tenants of the Charged Premises to comply with the same;
 - (e) If the Borrower:
 - receives notice from any Governmental Authority having jurisdiction that violation of any Environmental Law
 or Environmental Approval has been committed by the Borrower or any tenant with respect to the Charged
 Premises;
 - (ii) receives notice that any remedial order or other proceeding has been filed against the Borrower or any tenant alleging in respect of the Charged Premises violations of any Environmental Law or requiring the Borrower to take any action in connection with the release of a Hazardous Substance into the environment; or

(iii) receives any notice from a Governmental Authority having jurisdiction in respect of the Charged Premises that the Borrower or any tenant may be liable or responsible for costs associated with a nuisance or a response to, or clean up of, a release of a Hazardous Substance into the environment or any damages caused thereby;

to provide to the Lender a copy of such notice within ten (10) days of the Borrower's receipt thereof, and thereafter shall keep the Lender informed in a timely manner of any developments in such matters, and shall provide to the Lender such other information in respect thereto as may be reasonably requested by the Lender from time to time and shall proceed to deal with the same diligently and in good faith in order to bring the Charged Premises into compliance to the extent necessary to comply with Environmental Laws;

- (f) Unless in existence on the Charged Premises on the date of this Charge, not to use, discharge, transport or install in or upon the Charged Premises any material or equipment containing PCBs or permit any tenant of the Charged Premises to do so and, to the extent in existence on the Charged Premises as of the date of this Charge, to maintain the same in compliance with all Environmental Laws;
- (g) To maintain, and to require all occupants of the Charged Premises to maintain in good leak-proof condition all above-ground and underground storage tanks and drums on the Charged Premises;
- (h) Not to install asbestos or permit asbestos to be installed in the Charged Premises. With respect to any asbestos present in the Charged Premises on the date of this Charge, the Borrower shall, at its expense, promptly comply with the requirements of Environmental Laws and Governmental Authorities respecting the use, removal and disposal of asbestos; and
- (i) To obtain or cause its solicitors to obtain copies of all relevant environmental studies or assessments of the Charged Premises which the Borrower or its solicitors or agents have commissioned or which are in the possession or control of the Borrower, as of the date of this Charge and, to the extent any such assessments or studies are required by the Lender from time to time, to promptly provide same to the Lender upon request and hereby authorizes and directs its solicitors, agents and consultants to promptly release same to the Lender.
- 12.4 Having due regard to the rights of any tenant of the Borrower, the Lender and its employees and agents shall have the right, and are hereby granted permission by the Borrower, to enter the Charged Premises from time to time, and to have access to the Borrowers' relevant documents and records, in order to conduct Inspections, to determine compliance with Environmental Laws as the Lender, acting reasonably, may deem appropriate. Inspections shall be:
 - (a) at such times and to such extent as may be reasonable in the circumstances on prior notice to the Borrower if the Lender has reasonable grounds for believing that:
 - there are, contrary to Environmental Laws or Environmental Approvals, Hazardous Substances in or upon the Charged Premises which have not been disclosed to and approved by the Lender and appropriate Government Authorities; or
 - the Borrower is in breach of any environmental representations in this Charge or its covenants in this Article; or
 - (iii) the Borrower is not in compliance with any Environmental Laws or material Environmental Approvals; and
 - (b) at any time without prior notice upon the occurrence of an Event of Default which is continuing.

If the Borrower is found not to be in compliance with the Environmental Laws or Environmental Approvals and such failure to comply becomes an Event of Default that is continuing, the Lender may, at its option (but without any obligation to do so) take such actions as are required, acting reasonably, to bring the Charged Premises into compliance, and the costs thereof shall immediately become due and payable to the Lender by the Borrower and shall be secured by the Security.

- 12.5 The Lender shall not, by virtue of being the chargee under this Charge or the enforcement of its rights contained herein for purposes of the Environmental Laws, be or be deemed to be the owner of, any of the Charged Premises, or to have management, charge, control, occupation or possession of any of the Charged Premises or the businesses of the Borrower, or of any Hazardous Substances located on, upon or within any of the Charged Premises.
- 12.6 The Borrower hereby covenants and agrees to be responsible for, and to indemnify and hold harmless the Lender and each of its officers, directors, employees and agents and their respective successors and assigns (in this Section, collectively referred to as the "Indemnified Parties") from and against all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees and all costs incurred in the investigation, pursuing of any claim, or in any proceeding with respect to, defense and settlement of any item or matter hereinafter set out) that the Indemnified Parties may incur or suffer, directly or indirectly as a result of or in connection with:
 - (a) Any inaccuracy in or breach of the Borrower's representations and warranties relating to the environmental matters contained herein;
 - (b) The presence of any Hazardous Substance on, upon or within the Charged Premises, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Charged Premises of any Hazardous Substance, whether or not there is compliance with all applicable Environmental Laws and Environmental Approvals;
 - (c) The imposition of any remedial order affecting the Lands, or any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Charged Premises by any person, including the Borrower, the Lender or any person acting on behalf of the Lender; and
 - (d) Any diminution in the value or any loss on the disposition of the Charged Premises arising directly or indirectly as a

result of the presence on the Lands of any Hazardous Substance, or as a result of the imposition of any remedial order or the breach by any person of any Environmental Law or Environmental Approval.

This indemnity shall survive the satisfaction and release of this Charge and the Security and the payment and satisfaction of all indebtedness hereunder. The benefit of this indemnity may be assigned by the Lender to any successor or assign of the Lender and the Borrower hereby consents to any such assignment.

ARTICLE 13 - ASSIGNMENT OF RENTS AND LEASES

- 13.1 As further security for the payment of all monies owing and the performance of all obligations to be performed hereunder, the Borrower does, as and by way of security, hereby sell, assign, transfer and set over unto to the Lender all of the Borrower's right, title and interest, both at law and equity, in and to the Lease Rights, to hold and receive the same unto the Borrower with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and enforce payments of the same and enforce performance of the obligations of tenants under the Leases, provided, however, that, subject to the terms of this Charge, the Borrower shall have the full right, so long as no Event of Default has occurred and is continuing, to continue to collect Rents, to take or cause to take all actions as it deems necessary with respect to the Lease Rights, acting as a reasonable lessor.
- 13.2 It is expressly acknowledged and agreed by the Borrower that nothing contained in this Charge shall oblige the Lender to assume or perform any obligation of the Borrower to any third party in respect of or arising out of the assigned Lease Rights. The Lender may, however, after the occurrence of an Event of Default and while such Event of Default continues, at its option, assume or perform any such obligation as the Lender considers necessary or desirable to obtain the benefit of the Lease Rights, free of any set-off, reduction or abatement, and any money expended by the Lender in this regard shall form part of or be deemed to form part of the indebtedness secured by this Charge and shall bear interest at the Applicable Rate.

ARTICLE 14 - MANAGEMENT AND REPAIR

- 14.1 The Borrower shall cause the Charged Premises at all times to be professionally maintained, managed and operated and fully and continuously operational during customary business hours, including all uses ancillary or incidental to its operations, at all times, by competent managers and staff of proper background and training, in a first class manner consistent with the management and operation of other properties which are of size, location, use, class, age and type comparable to the Charged Premises, and the Borrower shall obtain the Lender's prior written approval of any manager and any management contract with any manager which may be entered into by the Borrower for the management of the Charged Premises. In addition to any other rights hereunder of the Lender, the Lender shall have the right, acting reasonably, to replace the manager at the expense of the Borrower in the event the management standards are not maintained as required hereunder and the situation is not remedied within thirty (30) days after written notice from the Lender. The Lender acknowledges and approves, as of the date hereof, of the Borrower or a company controlled by the Borrower acting as manager of the Charged Premises provided that the Charged Premises are managed and maintained in accordance with the provisions hereof.
- The Borrower shall promptly repair, maintain, restore, replace, rebuild, keep, make good, finish, add to and put in order, or 14.2 cause to be so done, the Charged Premises, so that the same shall, at all times, be in good condition and repair and to pay or cause to be paid when due all claims for labour performed and materials furnished therefor. The Borrower shall not commit or suffer any waste of the Charged Premises nor take any action that might invalidate or give cause for cancellation of any insurance maintained in respect of the Charged Premises. No building or other property now or hereafter charged by this Charge shall be removed, or demolished or nor shall the structure of any building be materially altered, redeveloped, retrofitted or renovated, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien or charge of this Charge, such fixed equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, and if necessary for the operation of the Charged Premises such equipment shall be replaced with other equipment of a quality comparable to that of the replaced equipment and free from any lien, title retention agreement, conditional sale contract, security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such fixed equipment to the lien or charge of this Charge, or, (b) any net cash proceeds received from such disposition shall, at the option of the Lender, be paid over promptly to the Lender to be applied in a manner determined by Lender in its sole discretion toward the payment of any amounts owing hereunder or secured hereby. The Borrower shall notify the Lender promptly of any material damage to or defects in any of the Improvements, and thereafter forthwith shall make or cause to be made such repairs thereto as are required to correct any such damage or defects and return the Charged Premises to a state of condition and repair equivalent to the state of condition and repair required by the provisions of this Charge.
- 14.3 The Borrower shall comply with, or cause to be complied with, all statutes including without limitation the provisions of the Construction Lien Act (Ontario), ordinances and requirements of any Governmental Authority having jurisdiction with respect to the Charged Premises; the Borrower shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Charged Premises.
- 14.4 The Borrower shall permit the Lender or its authorized agents at all reasonable times to enter upon the Charged Premises and inspect same, and if such inspection reveals that any repairs or like actions are necessary, the Lender may give notice to the Borrower requiring the Borrower to repair, rebuild or reinstate the same, or take such other like action within a reasonable time. Any failure by the Borrower to comply with such notice shall constitute an Event of Default hereunder and the Lender may repair, rebuild or reinstate the Charged Premises at the cost of the Borrower and charge all sums of money determined by the Lender to be properly paid therefor and interest thereon at the Applicable Rate until paid.

ARTICLE 15 - INCREASED COSTS

- 15.1 In the event that as a result of any application of or any change in or enactment of any applicable law, regulation, treaty or official directive after the date hereof (whether or not having the force of law), or in the interpretation of application thereof by any court or by any governmental or other authority or entity charged with the administration thereof which now or hereafter:
 - (a) Subjects the Lender to any tax or changes the basis of taxation, or increases any existing tax, on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Charge (except for taxes on the overall net

income of the Lender or capital of the Lender imposed by the Government of Canada or any political subdivision thereof or by the jurisdiction in which the principal or lending office of the Lender is located); or

- (b) Imposes, modifies or deems applicable any special requirements against assets held by, or deposits in or for the account of or any other acquisition of funds by the Lender or imposes on the Lender a requirement to maintain or allocate capital or additional capital in relation to the Loan; or
- (c) Imposes on the Lender any other condition with respect to this Charge; or
- (d) Renders any portion of this Charge illegal or unenforceable;

and the result of any of the foregoing is to increase the cost to the Lender, or reduce the amount of principal, interest or other amount received or receivable by the Lender hereunder or its effective return hereunder in respect of making or maintaining the Loan hereunder or to reduce the payments receivable by the Lender in respect of the Loan by an amount which the Lender deems to be material, the Lender shall promptly give written notice thereof to the Borrower setting out in reasonable detail the facts giving rise to and a summary calculation of such increased costs or reduced payments, and the Borrower shall forthwith pay to the Lender upon receipt of such notice that amount which will compensate the Lender for such additional cost or reduction in income (herein referred to as "Additional Compensation"). Upon the Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Borrower. The Borrower shall forthwith pay to the Lender upon receipt of such notice such Additional Compensation calculated on the date of demand. The Lender shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that the Lender has previously been paid any Additional Compensation. The Lender shall endeavour to limit the incidence of any such Additional Compensation, including seeking recovery for the account of the Borrower, by appealing any assessment at the expense of the Borrower upon the Borrower's request.

- 15.2 All payments made by the Borrower to the Lender will be made free and clear of all present and future taxes, withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by Applicable Law and are made, the Borrower shall, as a separate and independent obligation, pay to the Lender all additional amounts as shall fully indemnify the Lender from any such taxes, withholding or deduction. Provided, however, that the Borrower shall have no obligation to pay any withholding or like tax which may be exigible, incurred or required as a result of the Lender being a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- 15.3 If the result of any law, regulation, treaty or official directive or request or any change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) is such that it is or will become (other than as a result of some positive action of the Lender, including any participation or syndication hereof by the Lender) unlawful for the Lender to make, fund or allow to remain outstanding all or part of the Loan, or to carry out all or any of its other obligations under this Charge and/or the Security or receive interest or any fee at the Applicable Rate, then in such case:
 - (a) The Lender may give written notice to the Borrower of such law, regulation, treaty or official directive or request (whether or not having the force of law) or such change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) which such notice shall certify that such law, regulation, treaty, official directive or request is generally applicable to all other borrowers from the Lender with any accommodation similar to that herein provided; and
 - (b) The Borrower shall prepay the Indebtedness, including the Additional Amount, on such date and to such extent as the Lender shall certify to be necessary to comply with the relevant law or change described above;

provided, however, that should the Loan become unlawful, the Lender, without prejudice to its rights to require repayment and without any obligation on its part, will consider other means of funding the Loan which would not be unlawful, would allow the Lender to carry out its obligations in respect of the Loan and would enable the Lender to receive interest at the Applicable Rate, provided always, notwithstanding the foregoing, the Lender is not obligated to provide alternate funding.

ARTICLE 16 - OBTAINING AND MAINTAINING SECURITY

- 16.1 Regardless of whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Borrower or otherwise and in addition to any other amounts provided for herein or otherwise permitted by Applicable Law to be secured hereby, except as herein otherwise provided, the following are to be secured hereby and shall be a charge on the Charged Premises, together with the interest thereon at the Applicable Rate, and all such monies shall be repayable to the Lender, on demand, except as herein otherwise provided:
 - (a) All reasonable and properly chargeable solicitor's, inspector's, valuator's, consultant's, architect's, engineer's, surveyor's and appraiser's fees and out-of-pocket expenses:
 - for drawing and registering this Charge and the Security and financing statements in connection therewith, and attending to advances hereunder:
 - (ii) for examining the Charged Premises and the title thereto up the date hereof;
 - (iii) for making and maintaining this Charge as a registered charge on the Charged Premises and maintaining the Security (including the registration and filing of renewals);
 - (iv) for the preparation of this Charge, the Security and any related documents and in exercising or enforcing or attempting to enforce or advising the Lender in respect of defaults hereunder or in pursuit of any right, power, remedy or purpose hereunder or subsisting at law;

- (v) reasonable allowance for the time, work and expenses of the Lender or of any agent of the Lender in connection therewith; and
- (b) All reasonable sums which the Lender may from time to time advance, expend, incur or suffer hereunder:
 - for insurance premiums, Bills, Taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Premises;
 - (ii) in maintaining, repairing, restoring or completing construction of the Charged Premise;
 - (iii) in inspecting, leasing, managing or improving the Charged Premises as permitted hereunder, including the price or value of any goods of any sort or description supplied to be used on the Charged Premises as permitted hereunder; and
- (c) Without limiting the generality of any of the foregoing, the then current reasonable fee of the Lender and/or its solicitor for the following matters:
 - executing any cessation or discharge of this Charge, notwithstanding that said cessation or discharge may have been prepared by the Βοποwer;
 - (ii) entering into an agreement to amend the interest rate or any other provision in the Charge;
 - (iii) handling any dishonored cheque;
 - (iv) preparing an amortization schedule showing the principal and interest components of payments due under this Charge;
 - (v) the cost of completing a Phase I & II Environmental Audit and such other environmental audits as the Lender may require in its discretion;
 - (vi) such other administrative matters as the Lender may perform with regards to the Charge or with regards to any collateral security, as permitted by the Commitment;
 - (vii) the fee charged by the Lender's insurance consultant to review the Borrower's policy of insurance for the subject lands including business interruption insurance if required by the Lender; and
 - (viii) the execution and delivery of any consents, postponements, acknowledgments or any other documents that may be required from the Lender, whether from the Borrower and/or any governmental authorities and/or public/private utilities.
- 16.2 If any action or proceeding be commenced (except an action to foreclose this Charge or to collect the money that is secured hereby) in which the Lender becomes a party or participant by reason of being the holder of this Charge or the indebtedness secured hereby, all sums paid by the Lender for the expense of so becoming a party or participating (including all reasonable and properly chargeable legal costs) shall, on written notice, be paid by the Borrower, together with interest thereon at the Applicable Rate from the dates of payment of such sums by the Lender, and shall be a lien and charge on the Charged Premises, prior to any right or title to, interest in, or claim upon the Charged Premises subordinate to the lien and charge of this Charge, and shall be deemed to be secured by this Charge, and that in any action or proceeding to foreclose this Charge, or to recover or collect the indebtedness secured hereby, provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

ARTICLE 17 - CONDEMNATION AWARDS

- 17.1 The Borrower shall notify the Lender promptly upon it being aware of any and all awards or payments ("Condemnation Award(s)") including interest thereon, and the right to receive the same (save for any portion of any such Condemnation Award paid for remedial purposes and which is actually used for such purpose) which may be made with respect to the Charged Premises, or any part thereof, as a result of:
 - (a) Any condemnation, eminent domain, compulsory acquisition, expropriation or like procedures ("Condemnation"), partial or complete, including any sidewalk or lane; or
 - (b) The imposition, and enforcement, of any restriction, regulation or condition to meet any building or development guideline for development or restriction of or by any municipality or other competent authority; or
 - (c) Any other material injury to or decrease in the value of the Charged Premises by any lawful regulation or any governmental authority having jurisdiction;

(any matter referred to in (a), (b) or (c) above being hereinafter called an "Incident of Expropriation") to the extent of all amounts which may be secured by this Charge at the date of receipt of any such Condemnation Award by the Borrower. Notwithstanding the occurrence of any Incident of Expropriation, the Borrower shall continue to pay interest at the Applicable Rate on the Principal Sum. The Borrower does hereby change, assign, set over as transfer to the Lender, as security for the repayment of all Indebtedness.

- 17.2 Any Condemnation Award received by the Lender shall be held by the Lender as part of the security for the Loan subject to application as provided in this Article 17. Pending such application, such amounts received shall be held and invested by the Lender, acting reasonably. If at any time an Event of Default has occurred and is continuing, the Lender may, at its option, apply such amounts in reduction of the amounts owing hereunder.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in the event that any Incident of Expropriation shall occur which, in

the reasonable opinion of the Lender, would materially and adversely affect the security of the Charge or any other Security after the application of any Condemnation Award pursuant to Section 17.1 hereof, the Lender may, at its option, declare such Incident of Expropriation to be an Event of Default and be entitled to exercise any and all rights and remedies available to it hereunder at law or in equity.

ARTICLE 18 - EVENTS OF DEFAULT

- 18.1 The whole of the Principal Sum together with interest thereon at the Applicable Rate, interest on overdue interest and any amounts payable pursuant to Article 6, and all other amounts secured hereby shall, at the option of the Lender, subject to Section 18.2 hereof, become due and payable and all powers conferred on the Lender herein and hereby shall become exercisable, in like manner to all intents and purposes as if the time herein mentioned for payment of such Principal monies had fully come and expired, if specifically provided for in this Charge, or if any of the following events shall occur (the occurrence of any such event together with the expiry of the applicable cure period, if any, and any other occurrence specifically provided for herein as an Event of Default being collectively referred to as an "Event of Default"):
 - (a) Upon default in payment of any regularly scheduled instalment of interest beyond the date such payment is due and payable; or
 - (b) Upon default in payment of the Indebtedness due and owing on the Maturity Date; or
 - (c) Upon default in payment of any Indebtedness (other than an instalment of principal and/or interest and upon maturity) due hereunder within five (5) Business Days after written notice thereof is provided by the Lender; or
 - (d) Save as otherwise provided for in subparagraphs (a), (b) and (c) hereof or otherwise specifically provided herein, upon any default in the performance of any covenant or obligation of the Borrower hereunder within fifteen (15) days after written notice thereof is provided by the Lender, provided that if such default is curable and the nature of such default is such that the exercise of reasonable diligence of more than fifteen (15) days is required to cure such default, and if such default in the Lender's reasonable discretion does not jeopardize or adversely effect the security interest of the Lender hereunder or adversely affect the Borrower or its ability to perform its obligations hereunder or under the Security or adversely affect the Charged Premises, the Lender will not, for a further sixty (60) days so long as no other Event of Default has occurred, enforce its remedies in respect of such default while and so long as during such time the Borrower is actively continuing to diligently and in good faith cure such default; or
 - (e) If at any time during the Term there is a breach of any representation or warranty contained herein or at any time during the Term if any representation or warranty contained herein is no longer true or accurate or becomes untrue or inaccurate for any reason and provided the same can be rectified, and the same is not rectified within thirty (30) days after written notice thereof is provided by the Lender; or
 - (f) Upon the assignment by the Borrower to any other party of the whole or a part of the rents, income or profits arising from the Charged Premises, without the written consent of the Lender; or
 - (g) The occurrence of an Event of Insolvency; or
 - (h) If without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) the Borrower transfers, sells, conveys, or otherwise disposes of all or any part of the Charged Premises, or any interest therein (other than by way of Leases), whether legal or beneficial or enters into any transaction or series of transactions where all or any part of the Charged Premises becomes the property of another person, whether through reorganization, amalgamation, merger, consolidation or otherwise, or if there is any change in the legal or beneficial interest, in whole or in part, of the Charged Premises; or
 - (i) If, without the prior written consent of the Lender, in its sole and absolute discretion:
 - there is any change in the Borrower's corporate control or change in the Borrower's effective control existing
 as of the date of this Charge; or
 - (ii) the Borrower creates, permits or suffers to exist any mortgage, pledge, charge, loan, assignment, hypothecation, security interest or other encumbrance attaching the Charged Premises other than this Charge, the Security and the Permitted Encumbrances; or
 - (j) Upon default by or non-compliance of the Borrower or any Guarantor(s), or any others bound by or acknowledging to be bound by the terms of this Charge, with respect to any of the provisions of the Security or the Permitted Encumbrances: or
 - (k) If the Charged Premises are abandoned; or
 - (1) Failure by the Borrower to fulfil, complete or comply with any undertakings delivered by the Borrower to Lender in connection with the Loan in accordance with the terms of such undertakings; or
 - (m) Upon any breach, default, non-observance occurring or being alleged, charged or claimed against the Borrower as lessor under any lease or as sublessor under any sublease of the Charged Premises and the Borrower is not diligently proceeding to rectify any such breach, default, non-observance or non-performance or defend any allegations, charges or claims of the same; or
 - (n) If this Charge, or any of the Security, shall fail to constitute a legal, valid, binding and enforceable first charge, first assignment or first security interest, each enforceable in accordance with its terms, subject only to Permitted Encumbrances; or

- (o) If in the reasonable opinion of the Lender there occurs an event which has a material adverse effect on the financial condition or operation of the Borrower, the Charged Premises, this Charge, the Security or the ability of the Borrower to pay the Indebtedness or to perform its obligations hereunder or under the Security and which cannot be rectified by the Borrower within a reasonable period of time.
- 18.2 Save as otherwise specifically provided, an Event of Default hereunder or under any Security shall not have occurred or be deemed to have occurred until the expiration of any applicable notice period, if any, called for in this Charge or in such Security within which the Borrower may remedy such default. In any event, if in the opinion of the Lender, an event has occurred which with the passing of time, the giving of notice or otherwise would constitute an Event of Default and as a result of which the Charged Premises or the property assets and undertaking subject to the Security is materially at risk, the Lender may take such action or exercise such remedies as may be appropriate without notice to the Borrower or the expiry of any cure period.

ARTICLE 19 - REMEDIES

- 19.1 If an Event of Default has occurred hereunder and is continuing (or if the Lender exercises its rights pursuant to Section 18.2 hereof before the occurrence of an Event of Default), then at any time thereafter, but subject always to the waiver thereof by the Lender, the Lender may:
 - (a) Declare the Indebtedness to be immediately due and payable and proceed to exercise any and all rights hereunder or under the Security or any other rights available to it under any other document or instrument or at law or in equity including without limitation, the drawdown of any letter of credit held by the Lender;
 - (b) Commence legal action to enforce payment of the Indebtedness or performance of the obligations by the Borrower to the Lender;
 - (c) At the expense of the Borrower, when and to such extent as the Lender deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein or in the Security, and the reasonable cost thereof with interest thereon at the Applicable Rate until paid, shall immediately become due from the Borrower to the Lender after demand by the Lender upon the Borrower therefor;
 - (d) Pay or discharge any mortgage, encumbrance, lien, adverse claim or charge that may exist or be threatened against the Charged Premises; in any such case, the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - (e) Send or employ any inspector or agent to inspect and report upon the value, state and condition of the Charged Premises and may employ a lawyer to examine and report upon the title to the same;
 - (f) Immediately take possession of all of the Charged Premises or any part or parts thereof by action or otherwise, with power, among other things, to exclude the Borrower, to enforce the Borrower's rights, to preserve and maintain the Charged Premises, to repair, alter or extend the Charged Premises, to lease the Charged Premises, to complete construction and development of the Charged Premises, to operate and manage the Charged Premises and to collect or receive rents, income and profits of all kinds (including taking proceedings in the name of the Borrower for that purpose) and pay therefrom all reasonable expenses and charges of maintaining, preserving, protecting and operating the Charged Premises (payment of which may be necessary to preserve or protect the Charged Premises), and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof, and all sums advanced or expended shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
 - On default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice, sell and dispose in the (g) Charged Premises with or without entering into possession of the same and with notice to such persons and in such manner and form and within such terms as provided under Part III of the Mortgages Act (Ontario), as amended; and all remedies available may be resorted to and all rights, powers and privileges granted or conferred upon the Lender under and by virtue of any statute or by this Charge may be exercised and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made in the Charged Premises; and the Lender may sell, transfer and convey any part of the Charged Premises on such terms, including on credit for all or part of the consideration, (provided the Borrower shall not be accountable for any default in respect of the credit), secured by contract or agreement for sale, or charge, or otherwise, as shall appear to the Lender most advantageous and for such prices as can reasonably be obtained therefor in the circumstances; and in the event of sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer, charge, or otherwise, the Lender is not to be accountable for or charged with any monies until the same shall be actually received in cash or received by a take-back charge; and sales may be made from time to time of parts of the Charged Premises to satisfy interest and leaving the Principal or part thereof to run with interest at the Applicable Rate; and the Lender may make any stipulations as to title or evidences or commencement of title or otherwise as the Lender shall deem proper and may buy or rescind or vary any contract for sale; and on any sale or resale, the Lender shall not be answerable for loss occasioned thereby; and for any of such purposes the Lender may make and execute all arrangements and assurances that the Lender shall deem advisable or necessary;
 - (h) With respect to the Leases:
 - (i) to demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Borrower, any proceeding which may be, in the opinion of the Lender or its counsel, expedient for the purpose of collecting the Rents or for securing the payment thereof or for enforcing any of the Borrower's rights under the Leases;
 - (ii) to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent and any settlement arrived at shall be binding upon the Borrower;

- (iii) to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents; (iv) to receive, enjoy or otherwise avail itself of the Lease Rights; and
- on behalf of the Borrower to alter, modify, amend or change the terms of Leases; to terminate Leases, to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases;
- (i) With or without taking possession of all or any part of the Charged Premises, sell, lease or otherwise dispose of the whole or any part of the Charged Premises, as agent for the Borrower and not the Lender, and in exercising the foregoing power, the Lender may, in its absolute discretion:
 - sell, lease or otherwise dispose of the whole or any part of the Charged Premises by public auction, public tender with notice, or by private contract (in the name of or on behalf of the Borrower) or otherwise, with such notice, advertisement or other formality as is required by law;
 - (ii) make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Charged Premises by, from, through or under the Borrower making any claim against the purchaser of the Charged Premises;
 - (iii) grant, rescind, vary or complete any contract for sale, lease or options to purchase or lease, or rights of first refusal to purchase or lease the whole or any part of the Charged Premises, for cash or for credit, with or without security being given therefor, and on terms as shall appear to be most advantageous to the Lender (including a term that a commission be payable to the Lender or a related corporation in respect thereof) and if a sale is on credit, the Lender shall not be accountable for any moneys until actually received;
 - (iv) make any stipulation as to title or conveyance or commencement of title;
 - re-sell or re-lease the Charged Premises or any part thereof without being answerable for any loss occasioned thereby; and
 - (vi) make any arrangements or compromises which the Lender shall think expedient in the interest of the Lender and to assent to any modification of this Charge, and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Lender on such terms as the Lender considers expedient, either with or without payment of money for equality or exchange or otherwise;
- Take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Charged Premises;
- (k) To borrow or raise money on the security of the Charged Premises or any part thereof in priority to this Charge or otherwise, for the purpose of the maintenance, preservation or protection of the Charged Premises or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Charged Premises;
- (1) Take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a manager and a receiver and manager, and hereafter, the "Receiver") of all or any part of the Charged Premises:
- (m) By instrument in writing appoint, with or without taking possession, any person to be a Receiver of the Charged Premises or of any part thereof and may remove any Receiver so appointed and appoint another in his stead, with all fees and costs related thereto being the Borrower's obligations; and the following shall apply in respect of any such Receiver so appointed:
 - the Lender may from time to time fix the remuneration of the Receiver who shall be entitled to deduct that same out of the revenue from the Charged Premises or the proceeds thereof;
 - (ii) the Receiver shall, to the fullest extent permitted by law, be deemed the agent or attorney of the Borrower for all purposes and the Lender shall not be in any way responsible for any actions other than as caused by gross negligence, willful misconduct or fraud, of any Receiver, and the Borrower hereby agrees to indemnify and save harmless the Lender from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Lender may hereafter suffer, incur or be required to pay as a result, in whole of in part, of any action taken by the Receiver or any failure of the Receiver to do any act or thing other than as are caused by gross negligence, willful misconduct or fraud;
 - (iii) the appointment of the Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of the Receiver or the termination of any such Receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Lands or any part thereof;
 - (iv) the Receiver may exercise or pursue any other remedy or proceeding which the Lender is entitled as the holder
 of the Charge authorized or permitted hereby or by law or in equity in order to enforce the security constituted
 by this Charge;
 - (v) and for the purposes above, the Borrower hereby irrevocably empowers the Receiver so appointed as its attorney to execute deeds, transfers, leases, contracts, agreements or other documents on its behalf and in its place (and the same shall bind the Borrower and have the same effect as if such deeds were executed by the Borrower) and to affix the Borrower's seal, if necessary, or a duplicate thereof to any of the same. On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to

make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds as part of the Secured Property; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt; and

- (vi) save as to claims for accounting under paragraph (o) below, the Borrower hereby releases and discharges the Lender and the Receiver from every claim of every nature, whether resulting in damages or not, which may arise or be caused to the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the Receiver under the provisions of this paragraph unless such claim be the direct result of dishonesty or gross neglect;
- (n) The Lender may at any time and from time to time terminate any receivership by notice in writing to the Borrower and to the Receiver:
- (o) The Receiver shall account for all monies received in respect of the Charged Premises or any part thereof, and shall pay, out of such monies received, subject to the further direction of the Lender in its discretion, the following in the order specified:
 - (i) the Receiver's remuneration;
 - (ii) all payments reasonably made or incurred by the Receiver in connection with its receivership;
 - (iii) all payments of interest, Principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Charge, and all Bills, Taxes, insurance premiums and every other proper expenditure reasonably made or incurred by the Receiver in respect to the Charged Premises or any part thereof; and
 - (iv) all payments to the Lender of all interest due or falling due hereunder and the balance to be applied upon Principal due and payable and secured hereby;

and thereafter any surplus remaining in the hands of the Receiver after payments made as aforesaid shall be accountable to the Borrower or other persons entitled thereto; and

(p) On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds thereof as security for the Indebtedness; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt.

ARTICLE 20 - DEFAULT UNDER SECURITY, PARAMOUNTCY DISCHARGE AND RENEWAL

- 20.1 Payments of principal and interest made under and pursuant to the terms of the Security shall constitute payment hereunder and vice versa and default in the payment of principal and interest under the Security shall constitute default hereunder and vice versa. Default in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained in the Security shall entitle the Lender to exercise all or any of the rights or remedies provided herein and the occurrence of and Event of Default hereunder or in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained herein shall entitle the Lender to exercise all or any of the rights or remedies provided in the Security. The occurrence of an Event of Default hereunder shall constitute an Event of Default under the Security and vice versa.
- 20.2 The cancellation of or any other dealing with any Security (other than foreclosure thereof) shall not release or affect this Charge, and the taking of this Charge, or the cancellation of or any other dealing with, or proceeding under (other than foreclosure hereunder), this Charge, shall not release or affect any Security:
 - (a) The Lender may at any time and from time to time release any part or parts of the Charged Premises or any other Security or any surety for payment of all or any part of the monies hereby secured or may release the Borrower or any other person from any covenant or other liability to pay the Principal Sum and interest and all other monies secured hereby, or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender, and without thereby releasing any other part of the Charged Premises, or any other Security or covenants herein contained, it being especially agreed that notwithstanding any such release, the Charged Premises, the Security and the covenants remaining unreleased shall stand charged with the whole of the monies hereby secured;
 - (b) In the event that the monies advanced hereunder are applied to payment of any charge or encumbrance, the Lender shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party or parties so paid whether such charge or encumbrance has or has not been discharged; and the decision of the Lender as to the validity or amount of any advance or disbursement made under this Charge or of any claims so paid, shall be final and binding on the Borrower; and
- (c) The Lender shall not be charged with any monies receivable or collectible out of the Charged Premises or otherwise, except those actually received by or on behalf of the Lender and all revenue of the Charged Premises received or collected by the Lender from any source other than payment by the Borrower may, at the option of the Lender, be retained in a separate account to be used in, maintaining, insuring or improving the Charged Premises to the extent required for such purpose, in the opinion of the Lender, acting reasonably, or in payment of Taxes or other liens, charges or encumbrances against the Charged Premises, or

- applied in reduction of the amounts owing hereunder.
- 20.3 Subject to Section 6.1 hereof, upon payment of all amounts secured by this Charge, including, without limitation, any amounts required pursuant to Section 6.2 hereof, the Borrower shall be entitled to receive and the Lender shall provide a discharge of this Charge and the Security within a reasonable period of time after the request therefor. The Lender shall have a reasonable time after such payment within which to prepare and execute such discharge and all reasonable legal and other expenses for the preparation, execution and registration of such discharge and/or documents, as the case may be, shall be borne by the Borrower.
- 20.4 All payments made pursuant to Section 20.3 shall be made to and received by the Lender prior to 1:00 p.m. on the date due or the next succeeding Business Day in the event the date due is not a Business Day; provided such extension of time shall be included for the purposes of computation of interest.

ARTICLE 21 - NO MERGER OR WAIVER OF LENDER'S RIGHTS

- 21.1 It is further understood and agreed that this Charge and the Security shall stand as a continuing security for repayment of the Loan, including, all advances made thereunder together with all interest, damages, costs, charges and expenses which may become due and payable to the Lender in respect of or in connection with the Loan or any portion thereof, notwithstanding any fluctuation or change in the amount, nature or form of the Loan or in the obligations now or hereafter representing the Loan or any portion thereof or in the names of the obligors or any of them.
- 21.2 The rights of the Lender arising under this Charge shall be separate, distinct and cumulative and, except as expressly provided herein, none of them shall be in exclusion of the other and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 21.3 The giving and taking of this Charge shall in no way merge, waive, prejudice, suspend or affect any of the rights or remedies of the Lender under any Security which may be given or which may have been or may hereafter be given in respect of the Principal Sum hereof, interest and other monies secured by this Charge, or any part thereof, or under the Security and all rights and remedies which the Lender now has or may hereafter have against any one or more persons, are hereby preserved.
- 21.4 The taking of a judgment or judgments under any of the covenants or obligations herein or under any Security shall not operate as a merger of the covenants of the Borrower or affect the Lender's right to interest at the Applicable Rate on any monies due or owing to the Lender during the continuance of this Charge, under any of the covenants herein contained or on any judgment to be recovered thereon.
- 21.5 The covenant of the Borrower to pay interest shall not merge in any judgment in respect of any covenant or obligation of the Borrower under this Charge or any Security and such judgment shall bear interest at the Applicable Rate until such judgment and all interest thereon have been paid in full.
- 21.6 Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the rights resulting therefrom.
- 21.7 No extension of time given by the Lender to the Borrower or anyone claiming under the Borrower, shall in any way affect or prejudice the rights of the Lender against the Borrower or any person liable for payment of the monies hereby secured.

ARTICLE 22 - FINANCIAL DATA

- 22.1 Subject to the terms and provision of the Commitment, the Borrower shall provide or cause to be provided promptly to the Lender full and complete information about the financial condition and operations of the Charged Premises, including a comprehensive rent roll of all space in the Charged Premises, about the financial condition of the Borrower and any Guarantor(s) and such other information which the Lender may reasonably require from time to time, and the Lender shall have the right to examine the books and records of the Borrower relating to the Charged Premises at reasonable times and upon reasonable prior notice.
- 22.2 The Borrower shall provide or cause to be provided to the Lender, or as the Lender may direct, a comprehensive list of all current tenants and rentals of space in the Charged Premises during the Term, which list shall disclose, without limitation, the name of each tenant, the duration of its term, renewal options, if any, and the term thereof, the rental being paid, the last date on which rental was paid and whether such tenancy is in good standing. Such list shall contain an endorsement by an officer of the Borrower as to being complete and accurate.
- 22.3 All statements, reports and other documents required to be provided hereunder shall be prepared in a manner acceptable to the Lender, in its reasonable discretion.

ARTICLE 23 - NOTICE

- 23.1 Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party hereunder shall be in writing and shall be personally delivered or given by transmittal by telecopy or facsimile transmission addressed to the respective parties at its address or telecopy or facsimile number set forth below or to such other address or telecopy or facsimile number as such party may designate by notice in writing to the other party hereto:
 - (a) If to the Borrower, at the address for service set out in the electronic Charge to which this schedule is attached; and
 - (b) If to the Lender, at the address for service set out in the electronic Charge to which this schedule is attached.

Any demand, notice or communication made by or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and, if made or given by telecopy or by facsimile, on the first day other than a Saturday, Sunday or a statutory holiday in Ontario, on which Schedule I banks are open for commercial business in Toronto,

Ontario, following the transmittal thereof.

ARTICLE 24 - GENERAL

- 24.1 If any provision of this Charge or the application thereof to any circumstances shall be held to be invalid or unenforceable, it shall be deemed severed herefrom and the remaining provisions of this Charge, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law. In particular, and without limiting the generality of the foregoing, to the extent any and all amounts due pursuant to Article 6 hereof may be deemed to be in excess of what is permissible by law, any such excess shall be deemed not to be due under this Charge.
- Wherever used in this Charge, unless the context clearly indicates a contrary intent as unless or otherwise specifically provided herein, the word "Borrower" shall mean "Borrower and/or subsequent owner or owners of the Charged Premises", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Charge".
- 24.3 The descriptive headings of the several subparagraphs or paragraphs or sections or articles of this Charge are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- 24.4 Wherever the singular number or masculine gender is used in this Charge, the same shall be construed as including the plural and feminine or a body corporate, respectively, and vice versa, where the fact or context so requires; and the successors and assigns of any party executing this Charge are bound by the covenants, agreements stipulations and provisos herein contained. The covenants, agreements stipulations and provisos herein stated shall, except as otherwise limited hereby, be in addition to those granted or implied by statutory law.
- 24.5 This Charge shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts sitting at Toronto, Ontario.
- 24.6 The Borrower shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Lender may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Charge and the priority accorded to them by law or under this Charge.
- 24.7 If any of the forms of words contained herein are also contained in Column 1 of Schedule "B" of the Short Forms of Mortgages Act (Ontario) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column 2 of Schedule "B" of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act (Ontario) were still in full force and effect. The implied covenants deemed to be included in a charge under Subsection 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded from the terms of this Charge.
- 24.8 This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Lender for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Borrower's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Lender representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
- 24.9 This Charge is given as collateral security to the Commitment.
- 24.10 In the event of conflict between the Commitment and the terms of this Charge, the provisions of the Commitment shall prevail; provided that any provision herein contained that is not contained in the Commitment and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

ARTICLE 25 – CONDOMINIUM PROVISIONS

- 25.1 The Borrower covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply.
 - (i) the Borrower does hereby assign to the Lender all of its rights to vote or consent in the affairs of the Condominium Corporation having jurisdiction over the subject lands and the Lender, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.
 - (ii) the Borrower shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.
 - (iii) the Borrower shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the *Condominium Act* (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.
 - (iv) Where the Borrower defaults in the Borrower's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Lender, at its option and without notice to the Borrower, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Lender shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the

Indebtedness.

ARTICLE 26 - CONSTRUCTION LOAN PROVISIONS

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

- 26.1 All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Lender in writing, such approval not to be unreasonably withheld.
- 26. 2 The construction of the building and structures located on the Charged Premises have been commenced and shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Lender and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- 26.3 Provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Borrower excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Lender, this Charge shall immediately become due and payable. In the event that construction does cease, then the Lender shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Lender and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Lender. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Lender shall have the same rights and remedies to collection of principal and interest hereunder or at law.
- 26.4 At all times there shall be sufficient funds unadvanced under this Charge and retained by the Lender to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Lender's priority with respect to any deficiency in the holdbacks required to be retained by the Borrower under the *Construction Lien Act* (Ontario).
- 26.5 This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Commitment are complied with.
- 26.6 All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Lender with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Borrower regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- 26.7 The Borrower shall pay to the Lender on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Lender may charge from time to time for each such inspection and the Lender's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Lender shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- 26.8 The Borrower agrees to indemnify and hold the Lender harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the Construction Lien Act (Ontario) and that any liens for work and/or supplies that are registered against the Borrower's interest in the property will be promptly discharged within seven (7) days from the date of registration of the lien. The Lender may, but is not required to, deal with the lien claimant and pay the lien claim into court pursuant to the provision of the Construction Lien Act (Ontario) for the purpose of vacating the lien from title to the property. The Borrower agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Lender arising from or in connection with the Borrower or the Lender obtaining and registering either a release of the lien or an order vacating the lien.

ARTICLE 27 - ASSIGNMENT AND SALE

- 27.1 The Loan and all other amounts secured hereby, this Charge, the Security and all documents ancillary or collateral thereto may, in the Lender's sole discretion and without the consent of the Borrower, in whole or in part, be participated, sold, securitized, syndicated or assigned by the Lender from time to time to one or more Persons.
- 27.2 The Lender may disclose to participants, transferees or assignees or to potential participants, transferees or assignees or others in connection with any sale, assignment, participation, securitization, transfer or syndication, such information concerning the Borrower or the Charged Premises as the Lender may consider to be appropriate in connection therewith.
- 27.3 No grant, assignment or transfer pursuant to this Article 27 shall constitute a repayment by the Borrower to the Lender of the Loan or any other amounts owing hereunder and included in such assignment or transfer and the Borrower acknowledges that all obligations under this Charge and the Security with respect to such assignment or transfer will continue and not constitute new obligations.
- 27.4 The Borrower agrees to be bound by and do all things necessary or appropriate to assist and give effect to any transfer,

participation, securitization, sale, syndication or assignment, but shall incur no increased liabilities as a result thereof.

	AR	TICLE 28 –	- RIGHT OF FIRST OFFER
28.1	financing of this Charge and shall provid	le the Lende	the right of first offer to finance or arrange financing for any replacement r with the first opportunity and a reasonable period of time, after delivery to o provide a commitment to fund such replacement financing.
DATE	this day of May 2018		
		IN ITS	NIAGARA FALLS EAGLE VALLEY INC., CAPACITY AS GENERAL PARTNER, ON LF OF GO-TO NIAGARA FALLS EAGLE LY LP
		Per:	A Comment of the comm
		Name:	Oscar Furtado
		Title:	President
			I have the authority to bind the corporation
		GO-TO	NIAGARA FALLS EAGLE VALLEY INC.
		Per:	7 -
		Name:	Oscar Furtado
		Title:	President
			I have the authority to bind the corporation
		INC.	AL BUILD EAGLE VALLEY HOLDINGS
		Name: Title:	President
		riu e .	I have the authority to bind the corporation
		CAPITA MANAG	AL BUILD CONSTRUCTION GEMENT CORP.
		Per:	
		Name:	<u></u>
		Title:	President
			I have the authority to bind the corporation
			F
		Oscar F	urtado

Michael Smith

participation, securitization, sale, syndication or assignment, but shall incur no increased liabilities as a result thereof.

ARTICLE 28 - RIGHT OF FIRST OFFER

28.1 The Borrower covenants to provide the Lender with the right of first offer to finance or arrange financing for any replacement financing of this Charge and shall provide the Lender with the first opportunity and a reasonable period of time, after delivery to the Lender of all reasonably requested information, to provide a commitment to fund such replacement financing.

VALLEY LP

DATED this 26 day of May 2018

Per: Name: Oscar Furtado Title: President I have the authority to bind the corporation GO-TO NIAGARA FALLS EAGLE VALLEY INC. Per: Name: Oscar Furtado Title: President I have the authority to bind the corporation CAPITAL BUILD (EAGLE VALLEY) Per: Name: Michael Surth President Title: I have the authority to bind the corporation CAPITAL CONSTRUCTION BUILD MANAGEMENT CORP. Per: Name: Title: I have the authority to bind the corporation Oscar Furtado Michael Smith

GO-TO NIAGARA FALLS EAGLE VALLEY INC., IN ITS CAPACITY AS GENERAL PARTNER, ON BEHALF OF GO-TO NIAGARA FALLS EAGLE

LRO # 59 Notice

Registered as SN639912 on 2020 08 28 at 14:31

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

yyyy mm dd Page 1 of 5

Properties

PIN 64269 - 0559 LT

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

Consideration

Consideration \$3,000,000.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GO-TO NIAGARA FALLS EAGLE VALLEY INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville, Ontario

L6G 7T5

I, Oscar Furtado A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO NIAGARA FALLS EAGLE VALLEY LP

Address for Service 1267 Cornwall Road, Suite 301

Oakville,Ontario L6G 7T5

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

This is the firm name of the Partnership/Limited Partnership.

Party To(s)		Capacity	Share
Name	IMPERIO SA HOLDINGS INC.	Tenants In Common	\$1,164,253.33

Address for Service 8830 Jane St.

Concord, ON L4K 2M9

I, John Marquez A.S.O., have the authority to bind the corporation $% \left\{ 1,2,\ldots ,n\right\} =0$

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

Name FISCHER, GABRIELE Tenants In Common \$1,835,746.67

Address for Service 8830 Jane St.

Concord, ON L4K 2M9

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, SN553433 registered on 2018/05/30 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Davide Joseph Di Iulio 1000-120 Adelaide St. W. acting for Signed 2020 08 28

Toronto Applicant(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

LRO # 59 Notice

Registered as SN639912 on 2020 08 28 at 14:31

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

yyyy mm dd Page 2 of 5

2020 08 28

Submitted By

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W.

Toronto M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$65.05

Total Paid \$65.05

File Number

Party To Client File Number: 40309

AGREEMENT AMENDING CHARGE

WHEREAS:

(A) BY a Charge of land registered in the Land Registry Office for the Land Titles Division of Niagara North (No. 59) on 30 May 2018, as Instrument No. SN553433 (the "Charge")

GO-TO NIAGARA FALLS EAGLE VALLEY LP (the "Chargor")

gave a Charge upon the lands described therein (the "Real Property") in favour of

IMPERIAL SA HOLDINGS INC, GABRIELE FISCHER, BALTAZAR DE JESUS PINA PATULEIA FIGUEIRAS (the "Chargee")

to secure the payment of the principal sum of ONE MILLION FOUR HUNDRED AND FORTY TWO THOUSAND (\$1,442,000.00) DOLLARS with interest as therein set out upon the terms therein mentioned:

- (B) AND by a Transfer of Charge whereby Baltazar de Jesus Pina Patuleia Figueiras transferred his portion of the Charge to Imperio SA Holdings Inc. and Gabriele Fischer;
- (C) The principal sum of ONE MILLION FOUR HUNDRED AND FORTY TWO THOUSAND (\$1,442,000.00) DOLLARS secured by the Charge still remains due and owing to the Chargee as of 1 September 2020.
- (D) The parties hereto signing as Chargor, Guarantor and Chargee have agreed to vary certain terms of the Charge as hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants and agreements as set out herein, the Charge is hereby amended from and including the 1st day of September 2020 (the "Effective Date") as follows:

- The term is extended to 1 September 2021 as agreed upon between the Chargor, the Guarantor and the Chargee and the principal amount is increased to THREE MILLION (\$3,000,000.00) DOLLARS and the interest rate shall be TWELVE AND A HALF (12.50%) PERCENT.
- A Lender's Fee in the amount of FIVE (5%) PERCENT of the new principal amount is deemed earned and collected on or before 1 September 2020 and payable to TriLend Inc.
- An interest reserve in the amount of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00)
 DOLLARS shall be held back from the new principal amount on or before 1 September 2020.
- 4. The property municipally known as 19 Beard St., St. Catherines, Ontario (the "Collateral Property") shall be added as collateral property and the Chargor shall authorize an affiliated partnership to place a second charge on the Collateral Property on or before 1 September 2020 (the "Collateral Charge"). Any payment under the Charge shall constitute payment on the Collateral Charge.
- The Chargee and Guarantor acknowledge all current outstanding principal and interest under the Charge and acknowledge the Chargee is Imperio SA Holdings Inc. and Gabriele Fischer.
- 6. In all other respects the parties hereto confirm the terms and conditions contained in the aforesaid Charge and all other security documents related to or given in conjunction with the Charge which security documents shall continue in full force and effect in all respects.
- 7. The Chargor and Guarantor hereby covenant with the Chargee to pay the said principal and interest at the rate and in the manner hereinbefore mentioned, and well and truly to keep, observe, perform and fulfill all the covenants, provisos and agreements in the said Charge contained.
- 8. Provided further that nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the Real Property, nor affect the liability of any person not a party hereto who may be liable to pay the said mortgage money or the rights of any such person all of which rights are hereby reserved.
- 9. In construing this document, the words "Chargor" "Guarantor" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred requires and all necessary grammatical changes, as the context requires, shall be deemed to be made.
- The provisions of this document shall enure to and be binding upon the executors, administrators, successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

DATED this 27 day of August 2020

GO-TO NIAGARA FALLS EAGLE VALLEY INC., IN ITS CAPACITY AS GENERAL PARTNER, ON BEHALF OF GO-TO NIAGARA FALLS EAGLE VALLEY LP

rei.	and the second of the second o
Name:	Oscar Furtado
Title:	President
	I have the authority to bind the corporation
CAPITA	L BUILD EAGLE VALLEY HOLDINGS INC.
Per:	
Name:	Mike Smlth
Title:	President
	I have the authority to bind the corporation
CAPITA CORP.	L BUILD CONSTRUCTION MANAGEMENT
Per:	
Name:	Mike Smith
Title:	President
	I have the authority to bind the corporation
·	
Oscar F	Furtado
	the state of the s
Michae	

DATED this _____ day of August 2020 GO-TO NIAGARA FALLS EAGLE VALLEY INC., IN ITS CAPACITY AS GENERAL PARTNER, ON BEHALF OF GO-TO NIAGARA FALLS EAGLE VALLEY LP Per: Name: Oscar Furtado Title: President I have the authority to bind the corporation CAPITAL BUILD EAGLE VALLEY HOLDINGS INC. Per: MIRE STATES Name: Title: President I have the authority to bind the corporation CAPITAL BUILD CONSTRUCTION MANAGEMENT CORP. -Docubigned by: Per: -A?B08CC0E33241D Name: Mike Smith Title: President I have the authority to bind the corporation

Oscar Furtado

Michael Smith

-- DocuSigned by:

ATBOSCICOE33241D

LRO # 59 Charge/Mortgage

Registered as SN653077 on 2020 12 03 at 16:41

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

yyyy mm dd Page 1 of 2

Properties

PIN 64269 - 0559 LT Interest/Estate Fee Simple

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

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.

GO-TO NIAGARA FALLS EAGLE VALLEY INC. Name

Address for Service 1267 Cornwall Road, #301

Oakville, ON L6J 7T5

I, Oscar Furtado, A.S.O., have the authority to bind the corporation. This document is not authorized under Power of Attorney by this party.

Name GO-TO NIAGARA FALLS EAGLE VALLEY LP

Address for Service 1267 Cornwall Road, #301

Oakville, ON L6J 7T5

I, Oscar Furtado, A.S.O., have the authority to bind the corporation. This document is not authorized under Power of Attorney by this party.

Chargee(s) Capacity Share

LESDOW, PETER Name Address for Service 6710 Drummond Road Niagara Falls, on L2G 4P1

Provisions

\$200,000.00 CDN Principal Currency

Calculation Period annually

Balance Due Date

Interest Rate 7.0%

Payments

Interest Adjustment Date

Payment Date First Payment Date Last Payment Date

Standard Charge Terms 200033

Insurance Amount Full insurable value Guarantor Oscar Furtado

Additional Provisions

905-356-2621

This Charge is due within ninety (90) days after the date of registration.

Signed By

Tel Fax

John Boyd Hopkins 4625 Ontario Avenue Box 897 2020 12 03 acting for Signed Chargor(s)

Niagara Falls

L2E 6V6

905-356-6904 I have the authority to sign and register the document on behalf of the Chargor(s). LRO # 59 Charge/Mortgage

Registered as SN653077 on 2020 12 03 at 16:41

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

yyyy mm dd Page 2 of 2

Submitted By

BRODERICK & PARTNERS LLP 4625 Ontario Avenue Box 897 2020 12 03

Niagara Falls L2E 6V6

Tel 905-356-2621 Fax 905-356-6904

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

ai Faiu \$60

File Number

Chargor Client File Number: 200062 Chargee Client File Number: 200062 LRO # 59 Construction Lien

Receipted as SN700523 on 2021 11 12 at 16:31

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

yyyy mm dd Page 1 of 1

Properties

PIN 64269 - 0559 LT

Description PT TWP LT 16 STAMFORD; PT TWP LT 24 STAMFORD; PT TWP LT 25 STAMFORD;

PT RDAL BTN TWP LT 24 & 25 STAMFORD; PT RDAL BTN TWP LT 16 & 25 STAMFORD; BEING PTS 2,3,4,5,7,8,9 & 10 59R14717; TOGETHER WITH AN EASEMENT AS IN RO756108; SUBJECT TO AN EASEMENT OVER PTS 7, 8, 9 & 10 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 4 & 9 59R14717 IN FAVOUR OF PT 1 59R14717 AS IN SN370529; TOGETHER WITH AN EASEMENT OVER PT TWP LT 24 STAMFORD BEING PT 1 ON 59R15044 AS IN SN402290; CITY OF NIAGARA FALLS

Address NIAGARA FALLS

Consideration

Consideration \$338,355.91

Claimant(s)

Name MENARD CANADA INC.

Address for Service c/o Aird & Berlis LLP
Brookfield Place

181 Bay Street, Suite 1800

Toronto, Ontario, M5J 2T9

I am the lien claimant and the facts stated in the claim for lien are true.

I, Neil Isenegger, Hamilton Branch Manager, have the authority to bind the corporation.

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

Statements

Name and Address of Owner Go-To Niagara Falls Eagle Valley LP & Go-To Niagara Falls Eagle Valley Inc., 201 & 301, 1267 Cornwall Rd., Oakville, ON, L6J 7T5 Name and address of person to whom lien claimant supplied services or materials Go-To Niagara Falls Eagle Valley Inc., 201-1267 Cornwall Road Oakville, Ontario, L6J 7T5 Time within which services or materials were supplied from 2021/08/17 to 2021/09/16 Short description of services or materials that have been supplied Provide soil improvement services by means of dynamic compaction in respect of a condominium project know as Claret on St. Paul in Niagara Falls, Ontario, under a CCDC 17 Stipulated Price Contract between Owner and Trade Contractor for Construction Management Projects dated July 30, 2021. Contract price or subcontract price \$338,355.91 Amount claimed as owing in respect of services or materials that have been supplied \$338,355.91

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

Signed By

Carlos Casasola 181 Bay St., Suite 1800, Box 754 acting for Signed 2021 11 12

Toronto Applicant(s)

M5J 2T9

Tel 416-863-1500

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

Submitted By

Tel

Fax

AIRD & BERLIS LLP 181 Bay St., Suite 1800, Box 754 2021 11 12

Toronto M5J 2T9

416-863-1500

Fees/Taxes/Payment

416-863-1515

Statutory Registration Fee \$66.30 Total Paid \$66.30

File Number

Claimant Client File Number : 099999-TB

This is Exhibit "108" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #66

21412-0150 (LT)

PREPARED FOR CCPellerin ON 2021/11/24 AT 09:09:04

PAGE 1 OF 11

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

PROPERTY DESCRIPTION:

LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT 1 64R16307, CT70642; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY: FIRST CONVERSION FROM BOOK

2003/08/25

PIN CREATION DATE:

FEE SIMPLE LT CONVERSION QUALIFIED

OWNERS' NAMES

CAPACITY SHARE

PRTN FIRM

GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOU	I INCLUDES ALI	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2003/08/22 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	ES ACT, EXCEPT PARA	GRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOUL	D, BUT FOR THE LANK	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTIO	N, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	TRY ACT APPLIES.		
**DATE OF	CONVERSION TO	LAND TITLES: 2003/08	1/25 **			
CT70633	1974/06/05	TRANSFER		*** COMPLETELY DELETED ***		
					LESMIR INVESTMENTS LIMITED	
CT70642	1974/06/05	TRANSFER		*** COMPLETELY DELETED ***		
					LESMIR INVESTMENTS LIMITED	
63BA1406		PLAN BOUNDRIES ACT				С
RE	MARKS: CT3320	32				
CA79452	1990/03/06	CHARGE		*** COMPLETELY DELETED ***		
CC	RRECTIONS: 'C	HARGEE' CHANGED FROM	'770928 ONTARIO LT	D.' TO '770928 ONTARIO LIMITED' ON 2006/08/31 BY DIANE GLYNN.	770928 ONTARIO LIMITED	
64R16307	1999/06/30	PLAN REFERENCE				
CA614088	1999/07/20	QUIT CLAIM TRNSFR		*** COMPLETELY DELETED ***	LESMIR INVESTMENTS LIMITED	
RE	MARKS: EXPIRE	D INTEREST AS PER BU	LLETIN 89004; DELET	ED OCT 16/13 BY MCROOKS		



PAGE 2 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

REGISTRY
OFFICE #66

OFFICE #66 21412-0150 (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	CERT/ CHKD
AT1248819		APL CH NAME INST	OF TO DED DWILDELD	*** COMPLETELY DELETED *** 770928 ONTARIO LIMITED.	LESLIE WISE INVESTMENTS LIMITED	
			ST AS PER BULLETIN	89004; DELETED OCT 16/13 BY MCROOKS		
AT1248826	2006/09/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** LESLIE WISE INVESTMENTS LIMITED		
REI	MARKS: RE: CA	79452				
AT1251424	2006/09/08	TRANSFER		*** COMPLETELY DELETED *** LESMIR INVESTMENTS LIMITED	1708305 ONTARIO INC.	
REi	MARKS: PLANNI	NG ACT STATEMENT				
AT1251451	2006/09/08	CHARGE		*** COMPLETELY DELETED *** 1708305 ONTARIO INC.	THE EQUITABLE TRUST COMPANY	
AT1251452	2006/09/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1708305 ONTARIO INC.	THE EQUITABLE TRUST COMPANY	
REI	MARKS: AT1251	451				
AT1251453	2006/09/08	NO SEC INTEREST		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY		
AT1251514	2006/09/08	CHARGE		*** COMPLETELY DELETED *** 1694873 ONTARIO INC. 1572859 ONTARIO INC. 2011314 ONTARIO LIMITED 1708305 ONTARIO INC.	TCC MORTGAGE HOLDINGS INC.	
AT1251515	2006/09/08	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1694873 ONTARIO INC. 1572859 ONTARIO INC. 2011314 ONTARIO LIMITED 1708305 ONTARIO INC.	TCC MORTGAGE HOLDINGS INC.	
REi	MARKS: AT1251	514				
AT1425185	2007/04/20	CHARGE		*** COMPLETELY DELETED *** 1708305 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
AT1425190	2007/04/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1708305 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY	
REi	MARKS: RENTS	AT1425185				



LAND REGISTRY OFFICE #66

21412-0150 (LT)

PAGE 3 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	DADDITIO IIIO	CERT/ CHKD
REG. NUM.	DATE	INSTRUMENT TIPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
AT1425519	2007/04/23	CHARGE		*** COMPLETELY DELETED ***		
				1708305 ONTARIO INC.	TCC MORTGAGE HOLDINGS INC.	
ΔT1425520	2007/04/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
7111423320	2007704723	NO FIDEGIA REINI GEN		1708305 ONTARIO INC.	TCC MORTGAGE HOLDINGS INC.	
RE	MARKS: AT1425	519				
7.001.405.506	0007/04/02	DIGGU OF GUADGE		+++ COMPLEMENT DELEMENT +++		
AT1425536	2007/04/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** TCC MORTGAGE HOLDINGS INC.		
RE.	MARKS: RE: A1	1251514		Too how and hope the		
AT1432428	2007/04/30	NOTICE		*** COMPLETELY DELETED ***		
DF	MADKS DETETT	AT1425519 AT1425185	AT1/25190 AT1/255	COMPUTERSHARE TRUST COMPANY OF CANADA	TCC MORTGAGE HOLDINGS INC.	
112	DEBET	A11425515 A11425105	A11423130 A114233			
AT1432429	2007/04/30	POSTPONEMENT		*** COMPLETELY DELETED ***		
				TCC MORTGAGE HOLDINGS INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
RE	MARKS: AT1425	519 POSTPONES AT1425	185 AT1425190 AT14	25520		
AT1608646	2007/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				THE EQUITABLE TRUST COMPANY		
RE	MARKS: RE: A1	1251451				
AT1608647	2007/10/19	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		
1111000017	2007710713	DIOCHEROD INTERNEDI			THE EQUITABLE TRUST COMPANY	
RE	MARKS: RE: AT	1251453				
7.77.6007.40	0007/11/11	Nomico				
AT1633/48	2007/11/14	NOTICE		*** COMPLETELY DELETED *** 1708305 ONTARIO INC.	TCC MORTGAGE HOLDINGS INC.	
				1700000 ONTAKIO INC.	TOO MONTANGE HOLDINGS INC.	
AT1950339	2008/11/14	CHARGE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMOPANY OF CANADA	
				1708305 ONTARIO INC.		
				1694873 ONTARIO INC.		
AT1950340	2008/11/14	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
ס קד	MARKS. RENTS	RE: AT1950339		1694873 ONTARIO INC.		
NE.	, NEW 13,	NL. A11550555				
AT1950700	2008/11/14	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				TCC MORTGAGE HOLDINGS INC.		



REGISTRY
OFFICE #66

21412-0150 (LT)

PAGE 4 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
REI	ARKS: RE: AI	1425519				
AT2256171	2009/12/15	APL CH NAME INST		*** COMPLETELY DELETED ***		
1112200111	2003, 12, 10			COMPUTERSHARE TRUST COMOPANY OF CANADA	COMPUTERSHARE TRUST COMPANY OF CANADA	
REI	MARKS: AT1950	339.				
AT2256172	2009/12/15	NOTICE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
D	MARKS: AT1950	222		1694873 ONTARIO INC.		
KEI	MARKS: AT1950	339				
AT2339954	2010/03/30	NOTICE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
REI	MARKS: AT1950	1339		1694873 ONTARIO INC.		
1123						
AT2483311	2010/08/23	NOTICE		*** COMPLETELY DELETED ***		
				COMPUTERSHARE TRUST COMPANY OF CANADA	COMPUTERSHARE TRUST COMPANY OF CANADA	
1		ND REGISTRAR IS AUTH ON 2013 03 21 BY M.		IS NOTICE WHEN AT1950339 TO WHICH THIS NOTICE RELATES IS DELETE	D DELETED PER EXPIRED INTEREST	
203	0,0004	0.0 2013 03 21 11 11.	W1111111111111111111111111111111111111			
AT2886116	2011/12/01	NOTICE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
ויום	MARKS: AT1950	230		1708305 ONTARIO INC.		
KEI	MAKAS. A11950	000				
AT3117369	2012/08/31	NOTICE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
		1220		1708305 ONTARIO INC.		
REI	MARKS: AT1950	339				
AT3117372	2012/08/31	CHARGE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
				1861078 ONTARIO INC.		
				1864364 ONTARIO INC. 1862222 ONTARIO INC.		
				TOURSE ONITALIO INC.		
AT3117373	2012/08/31	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		



REGISTRY OFFICE #66

21412-0150 (LT)

PAGE 5 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

* 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/ CHKD
REG. NOM.	DATE	INSTRUMENT TIPE	AMOUNI	FARILES FROM	FARITED TO	CHRD
				1861078 ONTARIO INC.		
				1864364 ONTARIO INC. 1862222 ONTARIO INC.		
RE	MARKS: AT3117	1372		1862ZZZ UNTARIO INC.		
AT3146350	2012/10/09	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
	J			COMPUTERSHARE TRUST COMPANY OF CANADA		
RE	MARKS: AT3117	372.				
AT3148744	2012/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				COMPUTERSHARE TRUST COMPANY OF CANADA		
RE	MARKS: AT1425	185.				
7 T 3 1 4 0 7 6 0	2012/10/11	CHARCE		*** COMPLETELY DELETED ***		
A13140700	2012/10/11	CHARGE		1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
AT3148769	2012/10/11	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC. 1708305 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
RE	MARKS: AT3148	768		1700505 ONTAKIO INC.		
AT3148772	2012/10/11	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
D.T.	MARKS: AT1950	220		COMPUTERSHARE TRUST COMPANY OF CANADA		
RE	MARKS: AII930	339.				
AT3262381	2013/03/25	CHARGE		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
				1862222 ONTARIO INC. 1861078 ONTARIO INC.		
				1864364 ONTARIO INC.		
AT3262382	2013/03/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				1572859 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
				1708305 ONTARIO INC.		
	-			1862222 ONTARIO INC. 1861078 ONTARIO INC.		
				1864364 ONTARIO INC.		
AT3262384	2013/03/25	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
	2 mn 1 m 2 1 4 2	7.60		COMPUTERSHARE TRUST COMPANY OF CANADA		
RE	MARKS: AT3148	7/08.				



REGISTRY

OFFICE #66 21412-0150 (LT)

PAGE 6 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
AT3387489	2013/08/23	CHARGE		*** COMPLETELY DELETED *** 1864364 ONTARIO INC. 1861078 ONTARIO INC. 1572859 ONTARIO INC. 2011314 ONTARIO LIMITED 1708305 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
AT3387490	2013/08/23	NO ASSGN RENT GEN		1862222 ONTARIO INC. *** COMPLETELY DELETED *** 1864364 ONTARIO INC. 1861078 ONTARIO INC. 1572859 ONTARIO INC. 2011314 ONTARIO LIMITED 1708305 ONTARIO INC. 1862222 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
REI	MARKS: AT3387	489		1002222 ONTARIO INC.		
	2014/07/24 2014/07/24 MARKS: AT3387			*** COMPLETELY DELETED *** 1708305 ONTARIO INC. 1861078 ONTARIO INC. 1862222 ONTARIO INC. 1864364 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
	2014/10/09			*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1862222 ONTARIO INC. 1864364 ONTARIO INC. 1708305 ONTARIO INC.	CMLS FINANCIAL LTD.	
AT3710385	2014/10/09	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1862222 ONTARIO INC. 1864364 ONTARIO INC. 1708305 ONTARIO INC.	CMLS FINANCIAL LTD.	
REI	MARKS: AT3710	385				
		POSTPONEMENT		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA	CMLS FINANCIAL LTD.	
AT3710686	2014/10/09	NOTICE		*** COMPLETELY DELETED ***		



LAND REGISTRY OFFICE #66

21412-0150 (LT)

PAGE 7 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

* 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/ CHKD
				1708305 ONTARIO INC. 1861078 ONTARIO INC. 1862222 ONTARIO INC. 1864364 ONTARIO INC.	COMPUTERSHARE TRUST COMPANY OF CANADA	
RE	MARKS: AT3387	489		1864364 ONTARIO INC.		
	2014/10/09 MARKS: AT3710		H THE CHARGE WITHO	*** COMPLETELY DELETED *** CMLS FINANCIAL LTD. UT WRITTEN CONSENT OF COMPUTERSHARE TRUST COMPANY OF CANADA		
	2014/10/30 MARKS: AT3262	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
AT4199887	2016/04/22	CHARGE		*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1864364 ONTARIO INC. 1862222 ONTARIO INC. 1708305 ONTARIO INC.	CMLS FINANCIAL LTD.	
AT4199888	2016/04/22	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1862222 ONTARIO INC. 1864364 ONTARIO INC. 1708305 ONTARIO INC.	CMLS FINANCIAL LTD.	
RE	MARKS: AT4199	887		170000 ONTARIO INC.		
		DISCH OF CHARGE		*** COMPLETELY DELETED *** COMPUTERSHARE TRUST COMPANY OF CANADA		
	MARKS: AT3387	489. CHARGE		*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1708305 ONTARIO INC. 1862222 ONTARIO INC.	CMLS FINANCIAL LTD.	
AT4463214		NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1861078 ONTARIO INC. 1708305 ONTARIO INC. 1862222 ONTARIO INC.	CMLS FINANCIAL LTD.	
REi	MARKS: AT4463	213-RENTS				
AT4494238	2017/02/24	DISCH OF CHARGE		*** COMPLETELY DELETED ***		



OFFICE #66 21412-0150 (LT)

REGISTRY

PAGE 8 OF 11 PREPARED FOR CCPellerin ON 2021/11/24 AT 09:09:04

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
				CMLS FINANCIAL LTD.		
REI	MARKS: AT4199	887.				
AT4759357	2017/12/13	CHARGE		*** COMPLETELY DELETED *** 1862222 ONTARIO INC. 1861078 ONTARIO INC. 1708305 ONTARIO INC.	CMLS FINANCIAL LTD.	
AT4759358	2017/12/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1862222 ONTARIO INC. 1861078 ONTARIO INC.	CMLS FINANCIAL LTD.	
REI	MARKS: AT4759	357.				
AT4782347	2018/01/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** CMLS FINANCIAL LTD.		
REI	MARKS: AT4463	213.				
AT4842163	2018/04/13	CHARGE		*** COMPLETELY DELETED *** 1708305 ONTARIO INC. 1862222 ONTARIO INC. 1861078 ONTARIO INC. 2560063 ONTARIO INC.	HMT HOLDINGS INC.	
AT4842164	2018/04/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 1708305 ONTARIO INC. 1862222 ONTARIO INC. 1861078 ONTARIO INC. 2560063 ONTARIO INC.	HMT HOLDINGS INC.	
REI	MARKS: AT4842	163.				
AT4959996	2018/09/17	CERTIFICATE		*** COMPLETELY DELETED *** AKM HOLDINGS CORPORATION		
REI	MARKS: CERTIF	ICATE OF PENDING LIT	IGATION			
AT5078465	2019/02/15	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	AKM HOLDINGS CORPORATION	
REI	MARKS: AT4959	996				
AT5109295	2019/04/05	TRANSFER	\$36,800,000	1708305 ONTARIO INC.	GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	С
REI	MARKS: PLANNI	NG ACT STATEMENTS.				



REGISTRY
OFFICE #66

21412-0150 (LT)

PAGE 9 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

* 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/ CHKD
AT5109416	2019/04/05	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO-SPADINA ADELAIDE SQUARE LP	CANADIAN MORTGAGE SERVICING CORPORATION	
		NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CANADIAN MORTGAGE SERVICING CORPORATION	
REI	MARKS: AT5109	416				
AT5109418	2019/04/05	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO SPADINA ADELAIDE SQUARE LP GO-TO SPADINA ADELAIDE SQUARE INC.	SCARECROW CAPITAL INCORPORATED	
REI	MARKS: AT5109	416		do to ottomini ibabitaba ogotika ino.		
AT5109419	2019/04/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	SCARECROW CAPITAL INCORPORATED	
REI	MARKS: AT5109	418		GO-10 STADINA ADELAIDE SQUARE DE		
		DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		
REI	MARKS: AT4842	163.				
AT5135556	2019/05/15	APL (GENERAL)		*** COMPLETELY DELETED *** CMLS FINANCIAL LTD.		
REI	MARKS: DELETE	AT3710687				
AT5135557	2019/05/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CMLS FINANCIAL LTD.		
REI	MARKS: AT3710	384.				
AT5135558	2019/05/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CMLS FINANCIAL LTD.		
REI	MARKS: AT4759	357.		CIMO E INTEGERAL MEDI		
AT5595260	2020/12/10	NOTICE		*** COMPLETELY DELETED *** 2768819 ONTARIO LTD.		
REI	MARKS: AT5109	418		E. COULD CALLETTE MADE		
AT5669467	2021/03/05	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2768819 ONTARIO LTD.		
REI	ARKS: AT5595	260.				



21412-0150 (LT)

REGISTRY

OFFICE #66

PAGE 10 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

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

				ITTIED IN ACCORDANCE WITH THE LAND TITLES ACT ^ SUBJECT :		CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
AT5672453	2021/03/09	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
DE	MARKS: AT5109	1118		SCARECROW CAPITAL INCORPORATED	2768819 ONTARIO LTD.	
	Inning. Argres	1110.				
AT5695862	2021/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
RE	MARKS: AT5109	418.		2768819 ONTARIO LTD.		
AT5740873	2021/05/18	CAUTION-LAND		*** COMPLETELY DELETED *** GO-TO SPADINA ADELAIDE SQUARE INC.	NORTHRIDGE MAROAK DEVELOPMENTS INC.	
				GO-TO SPADINA ADELAIDE SQUARE LP	WORTHWIDGE PARKOAN DEVELOPMENTS INC.	
RE	MARKS: EXPIR	DATE: 2021/07/17. D	ELETED BY S. MERCEY	, 2021/08/03		
AT5751323	2021/05/31	WITHDRAWAL CAUTION		*** COMPLETELY DELETED ***		
				NORTHRIDGE MAROAK DEVELOPMENTS INC.		
RE	MARKS: AT5740	873.				
AT5751324	2021/05/31	CHARGE PARTNERSHIP	\$18,489,000	GO-TO SPADINA ADELAIDE SQUARE INC.	NORTHRIDGE MAROAK DEVELOPMENTS INC.	С
				GO-TO SPADINA ADELAIDE SQUARE LP		
AT5751325	2021/05/31	NO ASSGN RENT GEN		GO-TO SPADINA ADELAIDE SQUARE INC.	NORTHRIDGE MAROAK DEVELOPMENTS INC.	c
				GO-TO SPADINA ADELAIDE SQUARE LP		
RE	MARKS: AT5751	324				
AT5782428	2021/06/29	CHARGE PARTNERSHIP	\$19,800,000	GO-TO SPADINA ADELAIDE SQUARE INC.	ADELAIDE SQUARE DEVELOPMENTS INC.	С
				GO-TO SPADINA ADELAIDE SQUARE LP		
AT5818765	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	ABACUS GROWTH AGENCY INC.	С
				GO-TO SPADINA ADELAIDE SQUARE LP		
AT5818766	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	GORILLA NATION MEDIA (CANADA) ULC	c
				GO-TO SPADINA ADELAIDE SQUARE LP	(0.000000)	
AT5818767	2021/00/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	CHAMP & PEPPER INC.	c
A13010/0/	2021/00/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	CHAMP & PEPPER INC.	
AT5818768	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	MAPLE CORP.	С
AT5818769	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	MUNVO SOLUTIONS INC.	С
				GO-TO SPADINA ADELAIDE SQUARE LP		
AT5818770	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC.	11157337 CANADA CORP.	c



REGISTRY
OFFICE #66

21412-0150 (LT)

PAGE 11 OF 11
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:09:04

* 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/ CHKD
				GO-TO SPADINA ADELAIDE SQUARE LP	11157353 CANADA CORP.	
AT5821478	2021/08/05	CHARGE PARTNERSHIP	\$56,275,000	GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
AT5821479		NO ASSGN RENT GEN		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5821	1478.				
AT5821480	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	765.		30 TO STIDILL INDUMEDO SQUING BI		
AT5821481	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	766.				
AT5821482	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	767.				
AT5821483	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	768.				
AT5821485	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	770.				
AT5821486	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
RE	MARKS: AT5818	769.				
1	1	POSTPONEMENT 324 TO AT5821478		NORTHRIDGE MAROAK DEVELOPMENTS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
1	1	POSTPONEMENT 428 TO AT5821478		ADELAIDE SQUARE DEVELOPMENTS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
AT5822363	2021/08/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN MORTGAGE SERVICING CORPORATION		
RE	MARKS: AT5109	416.		CHARDING TORIGAGE SERVICING CONFORMITON		



REGISTRY OFFICE #66

21412-0151 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

PAGE 1 OF 16

PIN CREATION DATE:

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

PROPERTY DESCRIPTION:

LT 1-2 PL D160 TORONTO; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE FIRST CONVERSION FROM BOOK
LT CONVERSION QUALIFIED

ON FROM BOOK 2003/08/25

OWNERS' NAMES

CAPACITY SHARE

GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP PRTN FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENT.	s since 2003/08/22 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE .	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TIT.	ES ACT, EXCEPT PAR	agraph 11, paragraph 14, provincial succession duties *		
**	AND ESCHEATS	OR FORFEITURE TO TH	CROWN.			
**	THE RIGHTS O.	ANY PERSON WHO WOU.	D, BUT FOR THE LAN	D TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTION	PN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTIO	70(2) OF THE REGI.	STRY ACT APPLIES.		
**DATE OF (ONVERSION TO	LAND TITLES: 2003/0	8/25 **			
63BA1406	1978/12/06	PLAN BOUNDRIES ACT				С
RE	MARKS: CT3320	32				
CA135733	1991/04/29	TRANSFER		*** COMPLETELY DELETED ***		
					H & L TITLE INC.	
AT1031513	2006/01/10	TRANSFER		*** COMPLETELY DELETED ***		
RE	MARKS: PLANNI	NG ACT STATEMENTS		H & L TITLE INC.	LANGSTON HALL DEVELOPMENT CORPORATION	
AT1031514	2006/01/10	CHARGE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	H & L TITLE INC.	
AT1405582	2007/03/26	CHARGE		*** COMPLETELY DELETED ***		
M11403302	2007/03/20	CHANGE		LANGSTON HALL DEVELOPMENT CORPORATION	CITIZENS BANK OF CANADA	
AT1405583	2007/03/26	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				LANGSTON HALL DEVELOPMENT CORPORATION	CITIZENS BANK OF CANADA	



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 2 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
REI	MARKS: AT1405	582				
AT1407733	2007/03/28	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
ממ	MARKS: RE: AT	1021514		H & L TITLE INC.		
KEI	MAKNS: KL: AI	1031314				
AT1677550	2008/01/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***		
				CUNNINGHAM, MCCONNELL LIMITED		
AT1766955	2008/04/30	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED ***		
ויזים	MARKS: RE: AT	1677550			CUNNINGHAM, MCCONNELL LIMITED	
NEA	MAKAS. KL. AI	1077330				
AT1804669	2008/06/13	CHARGE		*** COMPLETELY DELETED ***	DIMEDGLETED GARLENI ING	
				LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
AT1804670	2008/06/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
REI	MARKS: AT1804	669		LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
1144						
AT1949231	2008/11/13	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CITIZENS BANK OF CANADA	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT1405	582		CITIBLIO DAM OF CAMADA	DIVERSITED CATIFAL INC.	1
7000000	2009/04/03	NORTGE		*** COMPLETELY DELETED ***		
AT2042108	2009/04/03	NOTICE		LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT1405	582				
AT2308528	2010/02/19	CHARGE		*** COMPLETELY DELETED ***		
				LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR	
AT2311619	2010/02/24	NOTICE		*** COMPLETELY DELETED ***		
				LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR	
REI	MARKS: AMEND	AT2308528				
AT2326784	2010/03/12	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				PAHUJA, SANJAY KUMAR	PAHUJA, SANJAY KUMAR	
REI	MARKS: AT2308	528.			THE BANK OF NOVA SCOTIA TRUST COMPANY	
AT2387221	2010/05/21	NOTICE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR	
				MANGEON HADE DEVELOPMENT CONFORMITON	THE BANK OF NOVA SCOTIA TRUST COMPANY	



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 3 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
REI	MARKS: AT2308	528				
AT2407026	2010/06/09	NOTICE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: RE;AT2	308528			THE BANK OF NOVA SCOTIA TROOT COMPANY	
AT2413830	2010/06/16	NOTICE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR	
REI	MARKS: RE;AT2	308528			THE BANK OF NOVA SCOTIA TRUST COMPANY	
AT2431955	2010/06/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2445729	2010/07/14	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2455112	2010/07/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2464777	2010/07/30	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2472789	2010/08/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2495784	2010/09/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.		,		
AT2503904	2010/09/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2509296	2010/09/22	NOTICE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT1804	669, AT1804670				



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 4 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
AT2509334	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2326784 TO A1	2509296			
AT2509335	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528,AT2431955 TO AT2	509296			
AT2509336	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2445729 TO AI	2509296			
AT2509337	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2455112 TO A1	2509296			
AT2509338	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2464777 TO A1	2509296			
AT2509339	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2472789 TO A1	2509296			
AT2509340	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2495784 TO A1	2509296			
AT2509341	2010/09/22	POSTPONEMENT		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528, AT2503904 TO A1	2509296			
AT2534584	2010/10/25	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2534606	2010/10/25	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.		,		
AT2534623	2010/10/25	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 5 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
				PAHUJA, SANJAY KUMAR	THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT2308	528.				
AT2640788	2011/03/11	NOTICE		*** COMPLETELY DELETED ***		
				LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
REI	MARKS: RE;AT1	405582				
AT2640888	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				PAHUJA, SANJAY KUMAR	DIVERSIFIED CAPITAL INC.	
		500 30000000000000000000000000000000000		THE BANK OF NOVA SCOTIA TRUST COMPANY		
REI	MARKS: AT2308	528,AT2326784 POSTPO	NED TO AT1405582,A1	2640788		
AT2640889	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
ויזים	WADES AT2308	528,AT2431955 POSTPO	NED TO ATT1405582 AT	PAHUJA, SANJAY KUMAR		
NEI	MARKS. A12300	J20,A12431933 F031F0	NED 10 A11403302,A1	2040700		
AT2640890	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528,AT2445729 POSTPO	NED TO AT1405582 A1	PAHUJA, SANJAY KUMAR 2640788		
	1112300	520,1112445725 105110	10 1111403302,711	2040700		
AT2640891	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528 AT2455112 POSTPO	NED TO AT1405582 AT	PAHUJA, SANJAY KUMAR 2640788 DELETED ON OCT 14 2014 PURSUANT TO EXPIRED INTEREST BY	T PARTS	
	211110: 1112300	520,71112133112 100110	10 1111103302,711	E O TO TO DEBETTE ON OUT IT EVEN TO TOUR THE DATE OF THE DESCRIPTION O	1.171/10	
AT2640892	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528,AT2464777 POSTPO	NED TO AT1405582.AT	PAHUJA, SANJAY KUMAR 2640788		
AT2640893	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528,AT2472789 POSTPO	 NED TO AT1405582,A1	PAHUJA, SANJAY KUMAR 2640788		
AT2640894	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY PAHUJA, SANJAY KUMAR	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT2308	528,AT2495784 POSTPO	NED TO AT1405582,A1	·		
AT2640895	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		



PAGE 6 OF 16

PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

REGISTRY OFFICE #66

21412-0151 (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	CERT/ CHKD
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
				PAHUJA, SANJAY KUMAR		
RE	MARKS: AT2308	528,AT2503904 POSTPO	NED TO AT1405582,	12640788		
AT2640896	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
	,,			THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
				PAHUJA, SANJAY KUMAR		
RE	MARKS: AT2308	528,AT2534584 POSTPO	NED TO AT1405582,	12640788		
AT2640897	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
1112040007	2011/03/11	1 OSTI ONBIBNI		THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
				PAHUJA, SANJAY KUMAR		
RE	MARKS: AT2308	528,AT2534606 POSTPO	NED TO AT1405582,	12640788		
AT2640898	2011/03/11	POSTPONEMENT		*** COMPLETELY DELETED ***		
A12040090	2011/03/11	FOSTFONEMENT		THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
				PAHUJA, SANJAY KUMAR	DIVERSITIED CHITTEE INC.	
RE	MARKS: AT2308	528,AT2534623 POSTPO	NED TO AT1405582,			
707641500	2011/02/14	POSTPONEMENT		*** COMPLETELY DELETED ***		
AIZU4IJUZ	2011/03/14	FOSTFONEMENT		DIVERSIFIED CAPITAL INC.	DIVERSIFIED CAPITAL INC.	
RE	MARKS: AT1804	669 POSTPONED TO AT1	405582,AT2640788		STUDIO TITLE THE	
7,770,000,000	0010/04/05	Nome of		the GOVERNMENT DESCRIPTION AND		
AT2985040	2012/04/05	NOTICE		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
RA	MARKS: AT1804	1669		LANGSION HALL DEVELOPMENT CORPORATION	DIVERSIFIED CAPITAL INC.	
112	1211(10)					
AT2985813	2012/04/10	POSTPONEMENT		*** COMPLETELY DELETED ***		
				PAHUJA, SANJAY KUMAR	DIVERSIFIED CAPITAL INC.	
	2 T D T C . 7 T C 2 O C	0.000 c 7.00000000 00 70	m2005040	THE BANK OF NOVA SCOTIA TRUST COMPANY		
RE	MARKS: AT2308	528 & AT2326784 TO A	T2985040			
AT2985814	2012/04/10	POSTPONEMENT		*** COMPLETELY DELETED ***		
				THE BANK OF NOVA SCOTIA TRUST COMPANY	DIVERSIFIED CAPITAL INC.	
RE	MARKS: AT2308	528, AT2431955, AT24	45729, AT2455112,	AT2464777, AT2472789, AT2495784, AT2503904, AT2534584, AT2534606	6 & AT2534623 TO AT2985040	
AT3069417	2012/07/10	NOTICE		*** COMPLETELY DELETED ***		
				LANGSTON HALL DEVELOPMENT CORPORATION	PAHUJA, SANJAY KUMAR	
					THE BANK OF NOVA SCOTIA TRUST COMPANY	
RE	MARKS: RE;AT2	308528				
AT3195160	2012/12/11	APL COURT ORDER		*** COMPLETELY DELETED ***		
1113133100		THE COOK! ONDER		ONTARIO SUPERIOR COURT OF JUSTICE	MNP LTD.	



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 7 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
AT3686121	2014/09/11	APL AMEND ORDER		*** COMPLETELY DELETED *** LANGSTON HALL DEVELOPMENT CORPORATION	MNP LTD.	
	2014/09/15			*** COMPLETELY DELETED *** DIVERSIFIED CAPITAL INC.	FORTRESS CHARLOTTE 2014 INC.	
REI	MARKS: AT1405	582. PLANNING ACT ST	ATEMENTS.			
AT3689247	2014/09/15	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	DIVERSIFIED CAPITAL INC.	
		NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT3689	247.				
AT3689249	2014/09/15	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	DIVERSIFIED CAPITAL INC.	
AT3689250	2014/09/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** DIVERSIFIED CAPITAL INC.	CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY	
REI	MARKS: AT3689	249.			THE BANK OF NOVA SCOTTA TROST COMPANY	
AT3721097	2014/10/23	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	SORRETNTI LAW PROFESSIONAL CORPORATION	
AT3737921	2014/11/12	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	RW FORTRESS INC.	
AT3737922	2014/11/12	POSTPONEMENT		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY	RW FORTRESS INC.	
REI	MARKS: AT3689	249,AT3689250 TO AT3	737921	THE BANK OF NOVA SCOTTA TROST COMPANT		
AT3738919	2014/11/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** SORRETNTI LAW PROFESSIONAL CORPORATION		
REI	ARKS: AT3721	097.				
AT3859052	2015/04/16	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY	CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	
REI	ARKS: AT3689	249 AT3689249				



REGISTRY

OFFICE #66 21412-0151 (LT)

PAGE 8 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

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

						CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
AT3909299	2015/06/10	CHARGE		*** COMPLETELY DELETED ***		
				FORTRESS CHARLOTTE 2014 INC.	CENTRO MORTGAGE INC.	
AT3909300	2015/06/10	POSTPONEMENT		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC.	
				THE BANK OF NOVA SCOTIA TRUST COMPANY		
RE.	MARKS: AT3689	249 & AT3859052		OLYMPIA TRUST COMPANY		
AT3909304	2015/06/10	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	
RE.	MARKS: AT3909	1299.			OHIMIA IKOSI COMPANI	
AT3913634	2015/06/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC.	
DE.	MARKS: AT3909	299		OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
IND.	HANNS: A15505	233				
AT3938068	2015/07/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE.	MARKS: AT3909	1299				
AT3964733	2015/07/31	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE.	MARKS: AT3909	304, AT3913634, AT39	38068, AT3909299 A	13909299 		
AT3970044	2015/08/06	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				RW FORTRESS INC.		
RE.	MARKS: AT3737	921. AT3737922				
AT3984748	2015/08/21	NOTICE		*** COMPLETELY DELETED ***		
				FORTRESS CHARLOTTE 2014 INC.	CENTRO MORTGAGE INC.	
					OLYMPIA TRUST COMPANY	
RE.	MARKS: AT3909	299				
AT4001061	2015/09/04	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				CENTRO MORTGAGE INC.	CENTRO MORTGAGE INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE.	MARKS: AT3909	299				



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 9 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
AT4030508	2015/10/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	299 AT4001061 AT3909	299			
		TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	
REI	MARKS: RE: AT	3909299, AT4030508 A	T3909299			
AT4102041	2015/12/22	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	299				
AT4139480	2016/02/05	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
REI	MARKS: AT4102	041 AT3909299				
AT4141455	2016/02/09	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	CENTRO MORTGAGE INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	
REI	MARKS: AT3689	249				
AT4153997	2016/02/26	NOTICE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	DIVERSIFIED CAPITAL INC.	
REI	MARKS: AT3689	247				
AT4162466	2016/03/08	NOTICE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
REI	MARKS: AT3909	299			Oliffera Troot Compani	
AT4162467	2016/03/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
REI	MARKS: AT3909	299 AT3909299		OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
AT4174554	2016/03/24	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 10 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
RE	MARKS: AT3909	299		OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
AT4185620	2016/04/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4194088	2016/04/15	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4206686	2016/04/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299; AT4194088 AT390	9299			
AT4224266	2016/05/24	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	
RE	MARKS: AT3689	249				
AT4234364	2016/06/01	NOTICE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
RE.	MARKS: AGREEM	ENT AMENDING CHARGE	RE: AT3909299			
AT4234365	2016/06/01	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
RE	MARKS: AT3909	299				
AT4269335	2016/07/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
RE	MARKS: AT3909	299, AT4234365 AT390	9299			
AT4294126	2016/07/29 WARKS: AT3909	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 11 OF 16

PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
AT4327270	2016/08/31	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
RE	MARKS: AT3909	299				
AT4365786	2016/10/06	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	
REI	MARKS: AT4224	266 AT3689249				
AT4374167	2016/10/18	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	299 AND AT4327270 AT	3909299			
AT4394237	2016/11/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	299, AT4374167 AT390	9299			
AT4403217	2016/11/17	NOTICE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	299				
AT4428520	2016/12/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
REI	MARKS: AT3909	299				
AT4456720	2017/01/12	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
REI	MARKS: AT3909	299, AT4428520 AT390	9299			
	2017/02/01	NOTICE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	MARKS: AT3909	1299				
AT4481097	2017/02/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 12 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
				BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4500993	2017/03/02	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
i				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4534182	2017/04/10	NOTICE		*** COMPLETELY DELETED ***		
7114334102	2017/04/10	NOTICE		FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
					OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
704504100	2017/04/10	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
A14534183	2017/04/10	TRANSFER OF CHARGE		BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4544747	2017/04/25	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
				THE BANK OF NOVA SCOTIA TRUST COMPANY	THE BANK OF NOVA SCOTIA TRUST COMPANY	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE	MARKS: AT3689	249				
4554540	0015/05/05					
AT4554710	201//05/03	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299				
AT4592262	2017/06/08	NOTICE		*** COMPLETELY DELETED ***		
				FORTRESS CHARLOTTE 2014 INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
RE	MARKS: AT3909	299			OLIMFIA IROSI COMPANI	
AT4592263	2017/06/08	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
RE	MARKS: AT390	299 AT3909299		OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	
1						
AT4620637	2017/07/07	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	
				OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 13 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
REI	MARKS: AT3909	299				
AT4641477	2017/07/31	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	ARKS: AT3909	299				
AT4651288	2017/08/10	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	
REI	ARKS: AT3909	299				
AT4692593	2017/09/28	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	SERVICES NORTON ROSE FULBRIGHT CANADA INC. SERVICES OR LP/SEC.	
AT4779285	2018/01/12	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	BUILDING & DEVELOPMENT MORTGAGES CANADA INC. THE BANK OF NOVA SCOTIA TRUST COMPANY OLYMPIA TRUST COMPANY	
REI	MARKS: AT3689	249 AT3689249				
AT5025242	2018/12/05	NOTICE		*** COMPLETELY DELETED *** QUANTUM CAPITAL DEVELOPMENTS INC.		
AT5037713	2018/12/18	APL (GENERAL)		*** COMPLETELY DELETED *** QUANTUM CAPITAL DEVELOPMENTS INC.		
AT5088037	2019/03/01	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	
AT5088038	2019/03/01	CHARGE		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	729171 ALBERTA INC.	
AT5088039	2019/03/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FORTRESS CHARLOTTE 2014 INC.	729171 ALBERTA INC.	
REI	MARKS: AT5088	038.				
AT5088040	2019/03/01	POSTPONEMENT		*** COMPLETELY DELETED *** BUILDING & DEVELOPMENT MORTGAGES CANADA INC. OLYMPIA TRUST COMPANY	729171 ALBERTA INC.	
REI	ARKS: AT3909	299, AT4651288 TO AT508	88038			



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 14 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
AT5088041	2019/03/01	POSTPONEMENT		*** COMPLETELY DELETED ***		
A15088041	2019/03/01	POSTPONEMENT		BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	729171 ALBERTA INC.	
				THE BANK OF NOVA SCOTIA TRUST COMPANY	The State of the American American American	
				OLYMPIA TRUST COMPANY		
REI	ARKS: AT3689	249, AT4779285 TO AT	5088038			
AT5088042	2019/03/01	POSTPONEMENT		*** COMPLETELY DELETED ***		
1110000012	20137 037 01	10011011211111		SERVICES NORTON ROSE FULBRIGHT CANADA INC.	729171 ALBERTA INC.	
				SERVICES OR LP/SEC.		
REI	MARKS: AT4692	593 TO AT5088038				
AT5088043	2019/03/01	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				DIVERSIFIED CAPITAL INC.	729171 ALBERTA INC.	
REI	ARKS: AT3689	247.				
AT5109296	2019/04/05	TRANSFER	\$2	FORTRESS CHARLOTTE 2014 INC.	GO-TO SPADINA ADELAIDE SQUARE INC.	C
					GO-TO SPADINA ADELAIDE SQUARE LP	
REI	MARKS: PLANNI	NG ACT STATEMENTS.				
AT5109416	2019/04/05	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO SPADINA ADELAIDE SQUARE INC.	CANADIAN MORTGAGE SERVICING CORPORATION	
				GO-TO-SPADINA ADELAIDE SQUARE LP		
AT5109417	2019/04/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
11101011	2023, 01, 00	110 1200 021 1122112 0221		GO-TO SPADINA ADELAIDE SQUARE INC.	CANADIAN MORTGAGE SERVICING CORPORATION	
				GO-TO SPADINA ADELAIDE SQUARE LP		
REI	MARKS: AT5109	416				
AT5109418	2019/04/05	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO SPADINA ADELAIDE SQUARE LP	SCARECROW CAPITAL INCORPORATED	
				GO-TO SPADINA ADELAIDE SQUARE INC.		
REI	MARKS: AT5109	416				
AT5109419	2019/04/05	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				GO-TO SPADINA ADELAIDE SQUARE INC.	SCARECROW CAPITAL INCORPORATED	
				GO-TO SPADINA ADELAIDE SQUARE LP		
REI	MARKS: AT5109	418				
AT5109420	2019/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				729171 ALBERTA INC.		
REI	MARKS: AT3689	247.				
AT5109421	2019/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED ***		



REGISTRY
OFFICE #66

21412-0151 (LT)

PAGE 15 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

* 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/ CHKD
				729171 ALBERTA INC.		
REI	MARKS: AT5088	038.		/291/1 ALBERTA INC.		
	0040/04/05					
AT5109422	2019/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** FAAN MORTGAGE ADMINISTRATORS INC.		
				THE BANK OF NOVA SCOTIA TRUST COMPANY		
				OLYMPIA TRUST COMPANY		
REI	MARKS: AT3689	249.				
AT5109423	2019/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				FAAN MORTGAGE ADMINISTRATORS INC.		
REI	MARKS: AT3909	299.		OLYMPIA TRUST COMPANY		
AT5109424	2019/04/05	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
A13109424	2019/04/03	DISCH OF CHARGE		SERVICES NORTON ROSE FULBRIGHT CANADA INC.		
				SERVICES OR LP/SEC.		
REI	MARKS: AT4692	593.				
AT5145532	2019/05/28	APL AMEND ORDER		*** COMPLETELY DELETED ***		
				ONTARIO SUPERIOR COURT OF JUSTICE	FAAN MORTGAGE ADMINISTRATORS INC.	
REI	MARKS: AT5088	037				
AT5595260	2020/12/10	NOTICE		*** COMPLETELY DELETED ***		
		420		2768819 ONTARIO LTD.		
KEI	MARKS: AT5109	418				
AT5669467	2021/03/05	DISCHARGE INTEREST		*** COMPLETELY DELETED ***		
DE!	MARKS: AT5595	260		2768819 ONTARIO LTD.		
A.E.I	MAKKS. A15595	200.				
AT5672453	2021/03/09	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
DE	MARKS: AT5109	118		SCARECROW CAPITAL INCORPORATED	2768819 ONTARIO LTD.	
I AZA	ARRIS. AISIUS	410.				
AT5695862	2021/04/01	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REI	MARKS: AT5109	418.		2768819 ONTARIO LTD.		
T.E.		120.				
AT5740873	2021/05/18	CAUTION-LAND		*** COMPLETELY DELETED ***	VODENIA DE VIDAN ADRIAN ADVINTA ANA	
				GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	NORTHRIDGE MAROAK DEVELOPMENTS INC.	
REI	MARKS: EXPIRY	DATE: 2021/07/17. DE	ELETED BY S. MERCE			



LAND REGISTRY OFFICE #66

21412-0151 (LT)

PAGE 16 OF 16
PREPARED FOR CCPellerin
ON 2021/11/24 AT 09:14:24

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

				TIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SI		CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
AT5751323	2021/05/31	WITHDRAWAL CAUTION		*** COMPLETELY DELETED *** NORTHRIDGE MAROAK DEVELOPMENTS INC.		
REI	MARKS: AT5740	873.				
AT5751324	2021/05/31	CHARGE PARTNERSHIP	\$18,489,000	GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	NORTHRIDGE MAROAK DEVELOPMENTS INC.	С
AT5751325	2021/05/31	NO ASSGN RENT GEN		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	NORTHRIDGE MAROAK DEVELOPMENTS INC.	С
REI	MARKS: AT5751	324				
AT5782428	2021/06/29	CHARGE PARTNERSHIP	\$19,800,000	GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	ADELAIDE SQUARE DEVELOPMENTS INC.	С
AT5818764	2021/08/03	NOTICE OF LEASE		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CANADA WIDE PARKING INC.	С
AT5821478	2021/08/05	CHARGE PARTNERSHIP	\$56,275,000	GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
AT5821479	2021/08/05	NO ASSGN RENT GEN		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
REI	MARKS: AT5821	478.				
AT5821484	2021/08/05	NO ASSGN RENT SPEC		GO-TO SPADINA ADELAIDE SQUARE INC. GO-TO SPADINA ADELAIDE SQUARE LP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
REI	MARKS: AT5818	764.				
	2021/08/05 MARKS: AT5751	POSTPONEMENT 324 TO AT5821478		NORTHRIDGE MAROAK DEVELOPMENTS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
AT5821664 REI	2021/08/05 MARKS: AT5782	POSTPONEMENT 428 TO AT5821478		ADELAIDE SQUARE DEVELOPMENTS INC.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	С
	2021/08/05			*** COMPLETELY DELETED *** CANADIAN MORTGAGE SERVICING CORPORATION		
REI	MARKS: AT5109	416.				

LRO # 80 Charge By Partnership

Receipted as AT5821478 on 2021 08 05 at 11:08

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

yyyy mm dd Page 1 of 9

Properties

PIN 21412 - 0150 LT Interest/Estate Fee Simple

LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT Description

1 64R16307, CT70642; CITY OF TORONTO

355 ADELAIDE ST W Address

TORONTO

PIN 21412 - 0151 LT Interest/Estate Fee Simple

Description LT 1-2 PL D160 TORONTO; CITY OF TORONTO

46 CHARLOTTE ST Address

TORONTO

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 GO-TO SPADINA ADELAIDE SQUARE INC.

Address for Service 1267 Cornwall Road, Suite 301

Oakville, ON L6J7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

GO-TO SPADINA ADELAIDE SQUARE LP Name

Address for Service 1267 Cornwall Road, Suite 301

Oakville, ON L6J7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Share Capacity

CAMERON STEPHENS MORTGAGE CAPITAL LTD. Name

Address for Service 25 Adelaide Street East, Suite 600

Toronto, ON M5C 3A1

Statements

Schedule: See Schedules

Provisions

Principal \$56,275,000.00 Currency CDN

Calculation Period monthly, not in advance

Balance Due Date ON DEMAND Interest Rate see Schedule

Payments

Interest Adjustment Date

Payment Date interest only, on the 1st day of each month

First Payment Date Last Payment Date

Standard Charge Terms 201125

Insurance Amount Full insurable value

Guarantor

Signed By

Avrom Warren Brown 1 Adelaide Street E., Suite 801 acting for Signed 2021 08 04 Toronto

M5C 2V9

Chargor(s)

Tel 416-869-1234 Fax 416-869-0547

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

LRO # 80 Charge By Partnership

Receipted as AT5821478 on 2021 08 05 at 11:08

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

yyyy mm dd Page 2 of 9

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2021 08 05

Toronto M5C 2V9

Tel 416-869-1234 Fax 416-869-0547

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Chargee Client File Number : 6243-600

ADDITIONAL PROVISIONS

1. Letter of Commitment

Any reference in this Charge to the Commitment, Commitment Letter or Letter of Commitment shall mean the Commitment Letter referable to this transaction dated July 13, 2021 (and any amendments thereto, if applicable).

This Charge shall secure any and all amounts owing by the Chargor to the Chargee pursuant to the Letter of Commitment.

All provisions of the Letter of Commitment are hereby incorporated into this Charge.

In the event of any conflict between the terms of the Commitment and the terms of the Charge and/or the security documents, the terms of the Commitment shall prevail.

Any default by the Borrower with regard to any provision of the Letter of Commitment shall constitute a default under this Charge.

2. Due on Demand

The amount owing under this Charge shall be repayable on demand.

In the event interest is not paid as and when due, the Chargee may in its sole discretion advance monies on account of principal to the Chargor to be applied to interest owing, or capitalize the amount of interest owing (which capitalization shall not be an advance of funds) but in no event shall any such advance or capitalization by the Chargee obligate the Chargee to make any further advances or capitalizations to be applied to interest or otherwise.

3. Interest Rate

The mortgage shall bear interest at the greater rate of: (i) 7.75% per annum, compounded and payable monthly, not in advance, and (ii) Prime plus 5.30% per annum, adjusted daily and compounded and payable monthly, not in advance.

"Prime" **primassribe** of interest announced by the Royal Bank of Canada as a reference rate then in effect for determining interest rates on loans in Canada.

Interest at the aforesaid rates on the amounts advanced from time to time shall be payable on the first day of each and every month.

4. Default

In addition to any other Default Clauses set out in this Charge, or in the Standard Charge Terms referred to herein, the monies hereby secured, together with interest thereon as aforesaid, shall become payable and the security hereby constituted shall become enforceable immediately upon demand by the Chargee or the occurrence or happening of any of the following events ("Event(s) of Default"):

- (a) the Chargor makes default in the payment of the principal, interest or other monies hereby secured or any principal or interest payment and other monies owed by it to the Chargee whether secured by this Charge or notand which default continues for a period of five (5) days following receipt of written notice from the Chargee to the Chargor of such default;
- (b) the Chargor makes material default in the observance or performance of any written covenant or undertaking heretofore or hereafter given by it to the Chargee, whether contained herein or not and pertaining to the assets or the financial condition of the Chargor and such default has not been cured within fifteen (15) days of written notice thereof being delivered to the Chargor;
- (c) if any statement, information (oral or written) or representation heretofore or hereafter made or given by or on behalf of the Chargor to the Chargee and pertaining to the assets or the financial condition of the Chargor, and whether contained herein or not is false, inaccurate and/or misleading in any material respect;

- (d) an order is made or an effective resolution passed for the winding-up, liquidation, amalgamation or reorganization of the Chargor, or a petition is filed for the winding up of the Chargor;
- (e) the Chargor becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or the Chargor makes a bulk sale of its assets; or a bankruptcy petition or receiving order is filed or presented against the Chargor;
- any proceedings with respect to the Chargor are commenced under the Companies' Creditors Arrangement Act;
- (g) any execution, sequestration, extent or any other process of any Court becomes enforceable against the Chargor or a distress or analogous process is levied upon the property and assets of the Chargor or any part thereof, which in the opinion of the Chargee is a substantial part, and remains unsatisfied for such period as would permit such property to be sold thereunder, less two (2) business days, provided that such process is not in good faith disputed and, in that event, if the Chargor shall desire to contest such process it shall give security to the Chargee which, in the absolute discretion of the Chargee, shall be deemed sufficient to pay in full the amount claimed in the event it shall be held to be a valid claim;
- the Chargor ceases or threatens to cease to carry on its business or the Chargor commits or threatens to commit any act of bankruptcy or insolvency;
- (i) the property hereby mortgaged and charged or any part thereof, other than sales of lots or units containing fully completed single family dwellings to bona fide purchasers for value, prior approved in writing by the Chargee, are sold by the Chargor or if there is a change in the present effective voting control of the Chargor or a change in thebeneficial ownership of the Chargor or the assets or any one of them;
- the monies secured hereby, together with interest thereon shall not be repaid to the Chargee on demand;
- (k) the Chargor makes any default with regard to any provision of the Commitment Letter.

5. Chargee May Remedy Default

If the Chargor should fail to perform any covenant or agreement of the Chargor hereunder, the Chargee may itself perform or cause to be performed such covenant or agreement and all expenses incurred or payments made by the Chargee in so doing, together with interest thereon at the rate set forth herein, shall be added to the indebtedness secured herein and shall be paid by the Chargor and be secured by this Charge together with all other indebtedness secured thereby, provided however that the foregoing shall not in any way be interpreted as an obligation of the Chargee.

6. <u>Construction Liens</u>

Provided also that upon the registration of any construction lien against title to the charged property which is not discharged within a period of ten (10) days from the registration thereof, all monies hereby secured shall, at the option of the Chargee, forthwith become due and payable.

The Chargee may at its option, withhold from any advances for which the Chargor may have qualified, such holdbacks as the Chargee in its sole discretion, considers advisable to protect its position under the provisions of the Construction Act, 1990, so as to secure its priority over any construction liens, until the Chargee is fully satisfied that all construction lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this clause shall be construed to make the Chargee an "owner" or "payer" as defined under the Construction Act, 1990, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the Construction Act, 1990.

7. Construction Loan

Provided that the Chargor and Chargee agree that if this is a construction loan, the following conditions shall apply:

- (a) the Chargor further covenants that all installation of services and construction on the lands hereby secured shall be carried out by reputable contractors with sufficient experience in a project of this nature and size, which contractors must be approved by the Chargee and which approval shall not be unreasonably withheld.
- (b) that the installation of services and the construction of dwellings on the said lands, once having been commenced, shall be continued in a good and workmanlike manner, with all due diligence and in substantial accordance with the plans and specifications delivered to the Chargee and to the satisfaction of the Municipality and all governmental and regulatory authorities having jurisdiction.
- (c) provided that should the servicing and construction on the said lands cease for any reason whatsoever (strike, material shortages, weather and conditions or circumstances beyond the control of the Chargor excepted), for a period of fifteen (15) consecutive days unless explained to the satisfaction of the Chargee acting reasonably (Saturdays, Sundays and Statutory holidays excepted), then the monies hereby secured, at the option of the Chargee shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the servicing and construction of the project on the said lands in such manner and on such terms as it deems advisable. The cost of completion of servicing and construction of the project by the Chargee and all expenses incidental thereto shall be added to the principal amount of the Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the said management fee shall bear interest at the rate as herein provided for and shall form part of the principal secured hereunder and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.
- (d) at the option of the Chargee, at all times there shall be a holdback of ten percent (10%) with respect to work already completed.
- (e) all advances which are made from time to time hereunder shall be based on Certificate of the Chargee's agents prepared at the expense of the Chargor, which Certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such Certificates shall further certify that such completed construction and/or servicing to the date of such Certificate shall be in accordance with the approved plans and specifications for the said construction and further, in a good and workmanlike manner and in accordance with the permits issued for such servicing and construction and in accordance with all municipal and other governmental requirements of any authority having jurisdiction pertaining to such servicing and construction and there shall be no outstanding work orders or other requirements pertaining to servicing and construction on the said lands. Such Certificates with respect to any values shall not include materials on the site which are not incorporated into the buildings or the services.

8. Environmental

- (a) The following terms have the following meanings in this Section:
 - (i) "Applicable Environmental Laws" means all federal, provincial, municipal and other laws, statutes, regulations, by-laws and codes and all international treaties and agreements, now or hereafter in existence, intended to protect the environment or relating to Hazardous Material (as hereinafter defined), including without limitation the Environmental Protection Act (Ontario), as amended from time to time (the "EPA"), and the Canadian Environmental Protection Act as amended from time to time (the "CEPA"); and
 - (ii) "Hazardous Material" means, collectively, any contaminant (as defined in the EPA), toxic substance (as defined in the CEPA), dangerous goods (as defined in the *Transportation of Dangerous Goods Act (Canada)*, as amended from time to time) or pollutant or any other substance which when released to the natural environment

is likely to cause, at some immediate or future time, material harm or degradation to the natural environment or material risk to human health.

- (b) The Chargor hereby represents and warrants that:
 - neither the Chargor nor, to its knowledge, after due enquiry, any other person, firm or corporation (including without limitation any tenant or previous tenant or occupant of the Lands or any part thereof) has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the lands;
 - the business and assets of the Chargor are in compliance with all Applicable Environmental Laws;
 - (iii) no control order, stop order, minister's order, preventative order or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Lands and Applicable Environmental Laws; and
 - (iv) the Chargor has not received notice nor has any knowledge of any action or proceeding, threatened or pending, relating to the existence in, or under the Lands or on the property adjoining the Lands of, or the spilling, discharge or emission on or from the Lands or any such adjoining property of, any Hazardous Material.
- (c) The Chargor covenants that:
 - (i) the Chargor will not cause or knowingly permit to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Material at, upon, under, into or within the Lands or any contiguous real estate or any body or water on or flowing through or contiguous to the Lands;
 - (ii) the Chargor shall, and shall cause any person permitted by the Chargor to use or occupy the Lands or any part thereof, to continue to operate its business and assets located on the Lands in compliance with the Applicable Environmental Laws and shall permit the Chargee to review and copy any records of the Chargor insofar as they relate to the Lands at any time and from time to time to ensure such compliance;
 - (iii) the Chargor will not be involved in operations at or in the Lands which could lead to the imposition on the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any of the Applicable Environmental Laws;
 - (iv) the Chargor will not knowingly permit any tenant or occupant of the Lands to engage in any activity that could lead to the imposition of liability on such tenant or occupant or the Chargor of liability under the Applicable Environmental Laws or the issuance of any order under the Applicable Environmental Laws to stop discharging, shut down, clean-up or decommission or the creation of a lien on the Lands under any Applicable Environmental Laws;
 - (v) the Chargor shall strictly comply with the requirements of the Applicable Environmental Laws (including, but not limited to obtaining any permits, licensesor similar authorizations to construct, occupy, operate or use the Lands or any fixtures or equipment located thereon by reason of the Applicable Environmental Laws) and shall notify the Chargee promptly in the event of any spill or location of Hazardous Material upon the Lands, and shall promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill or other matters relating to the Applicable Environmental Laws, as theymay affect the Lands;

- (vi) the Chargor shall remove any Hazardous Material (or if removal is prohibited by law, to take whichever action is required by law) promptly upon discovery at its sole expense;
- (vii) the Chargor will not install on the Lands, nor knowingly permit to be installed on the Lands, asbestos or any substance containing asbestos deemed hazardous by any Applicable Environmental Law; and
- (viii) the Chargor will at its own expense carry out such investigations and tests as the Chargee may reasonably require from time to time in connection with environmental matters.
- (d) The Chargor hereby indemnifies and holds harmless the Chargee, its officers, directors, employees, agents, shareholders and any receiver or receiver and manager appointed by or on the application of the Chargee (the "Indemnified Persons") from and against and shall reimburse the Chargee for any and all losses, liabilities, claims, damages, costs and expenses, including legal fees and disbursements, suffered, incurred by or assessed against any of the Indemnified Persons whether as holder of the within Charge, as mortgagee in possession, as successor in interest to the Chargor as owner of the Lands by virtue of foreclosure or acceptance of a deed in lieu of foreclosure or otherwise:
 - under or on account of the Applicable Environmental Laws, including the assertion of any lien thereunder;
 - (ii) for, with respect to, or as a result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into or upon any land, the atmosphere, or any watercourse, body or water or wetland, of any Hazardous Material where a source of the Hazardous Material is the Lands including, without limitation:

a. the costs of defending and/or counterclaiming or claiming over against third parties in respect of any action or matter; and

b. any costs, liability or damage arising out of a settlement of any action entered into by the Chargee;

(iii) in complying with or otherwise in connection with any order, consent, decree, settlement, judgment or verdict arising from the deposit, storage, disposal, burial, dumping, injecting, spilling, leaking, or other placement or release in, on or from the Lands of any Hazardous Material (including without limitationany order under the Applicable Environmental Laws to clean-up, decommission or pay for any clean-up or decommissioning), whether or not such deposit, storage, disposal, burial, dumping, injecting, spilling, leaking or other placement or release in, on or from the Lands of any Hazardous Material:

a. resulted by, through or under the Chargor;

OI

b. occurred with the Chargor's knowledge and

consent; or

c. occurred before or after the date of this Charge, whether with or without the

Chargor's knowledge.

The provisions of this paragraph shall survive foreclosure of this Charge and satisfaction and release of this Charge and satisfaction and repayment of the amount secured hereunder. Any amounts for which the Chargor shall become liable to the Chargee under this paragraph shall, if paid by the Indemnified Person, bear interest from the date of payment at the interest rate stipulated herein and together with such interest shall be secured hereunder.

(e) In the event of any spill of Hazardous Material affecting the Lands, whether or not the same originated or emanates from the Lands, or if the Chargor fails to comply with any of the requirements of the Applicable Environmental Laws, the Chargee may at its election, but without the obligation so to do, give such notices and cause such work to be performed at the Lands and take any and all other actions as the Chargee shall deem necessary or advisable in order to remedy said spill or Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the interest rate stipulated herein from the date of payment by the Chargee shall be immediately due and payable by the Chargor to the Chargee and until paid shall be added to and become a part of the amount secured hereunder.

9. Letters of Credit

The parties hereto acknowledge and agree that this Charge shall also secure payment by the Chargor to the Chargee of all amounts advanced by the Chargee pursuant to or by way of issuance of any letters of credit, renewals thereof, substitutions therefor and accretions thereto or pursuant to similar instruments issued at the Chargor's request or on its behalf and issued by the Chargee or on behalf of or at the request of or upon the credit of the Chargee and the total amount of such letters of credit shall be deemed to have been advanced and fully secured by this Charge from the date of the issuance of such letters of credit, regardless of when or whether such letters of credit are called upon by the holder(s) thereof. In the event of the enforcement or exercise by the Chargee of any of the remedies or rights provided for in this Charge, the Chargee shall be entitled to retain and shall not be liable to pay or account to the Chargor or any other party in respect of the full amount of any outstanding letters of credit from the proceeds of such enforcement or exercise until such time as the letters of credit have expired, have been cancelled and have been surrendered to the Lender or the issuer(s) thereof.

10. Miscellaneous

The Chargor agrees as follows:

- (a) to maintain the project in good repair and in a state of good operating efficiency;
- (b) to pay taxes, utilities and other operating and maintenance costs and provide evidence thereof to the Chargee;
- (c) to perform all governmental requirements and obligations as required;
- to deliver to the Chargee all reasonable financial information deemed necessary by the Chargee, when requested;
- to comply with all covenants and reporting requirements set out in the Commitment Letter;
- (f) to provide or comply with such other covenants and terms as the Chargee may reasonably require.

11. Amendments to Standard Charge Terms

The Standard Charge Terms No. 201125 referred to in this document were filed by Cameron Stephens Financial Corporation, and for purposes of this document, any reference in the said Standard Charge Terms to Cameron Stephens Financial Corporation should be deemed to be replaced by the name of the Chargee.

12. Prepayment Provisions

Provided that this Charge is not in default, the Chargor shall have the righto prepay the amount outstanding in accordance with the provisions of the Letter of Commitment.

13. Restriction on Transfer

In the event of the Chargor selling, transferring or conveying title or its rights to a purchaser, transferee or grantee not approved by the Chargeor in the event of a change in the legal or beneficial ownership of the Property, the Borrower or the Chargor, not approved in writing by the Chargee, then, at the sole option of the Chargee, all monies secured, together with all accrued and unpaid interest thereon and any other amounts due under this Charge shall become due and payable. This restriction shall not prevent the sale of dwelling units to bona fide home Purchasers.

14. Subsequent Financing

No financing subsequent to the Chargee's facilities shall be permitted, without the prior written consent of the Chargee.

15. Voting Control

The Chargor agrees that voting control of the Chargor or of any beneficial owner shall not change during the currency of this loan without the prior written consent of the Chargee.

16. Over Holding Fee

In the event that this Charge is not repaid in full, renewed or extended by the Maturity Date (as defined in the Letter of Commitment) in addition to any other rates, fees and costs to be paid pursuant to the Letter of Commitment, the Chargor shall pay to the Chargee an over holding fee, calculated daily, not in advance, commencing on the first day after the day that payment of the Loan (as defined in the Letter of Commitment) was due by not paid. The fees calculated by multiplying 200 basis points by the authorized amount of the Loan and dividing the sum by 365 (the "Over Holding Fee").

LRO # 80 Charge By Partnership

Registered as AT5751324 on 2021 05 31 at 12:43

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

yyyy mm dd Page 1 of 25

Properties

PIN 21412 - 0151 LT Interest/Estate Fee Simple

Description LT 1-2 PL D160 TORONTO; CITY OF TORONTO

Address 46 CHARLOTTE ST

TORONTO

PIN 21412 - 0150 LT Interest/Estate Fee Simple

Description LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT

1 64R16307, CT70642; CITY OF TORONTO

Address 355 ADELAIDE ST W

TORONTO

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 GO-TO SPADINA ADELAIDE SQUARE INC.

Address for Service 1267 Cornwall Road

Suite 301

Oakville, ON L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO SPADINA ADELAIDE SQUARE LP

Address for Service 1267 Cornwall Road

Suite 301

Oakville, ON L6J 7T5

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name NORTHRIDGE MAROAK DEVELOPMENTS INC.

Address for Service 2232 Galloway Drive Oakville, ON L6H 6W2

Statements

Schedule: See Schedules

In accordance with registration AT5740873 registered on 2021/05/18, the consent of Marek, Anthony has been obtained for the registration of this document.

Provisions

Principal \$18,489,000.00 Currency CDN

Calculation Period INTEREST ONLY PAYMENTS

 Balance Due Date
 2022/10/01

 Interest Rate
 15% PER ANNUM

Payments

Interest Adjustment Date 2021 04 01

Payment Date SEE ADDITIONAL PROVISIONS

First Payment Date
Last Payment Date

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor SEE ADDITIONAL PROVISIONS

Additional Provisions

The Charge/Mortgage is closed for the first six (6) months of term and fully open thereafter upon thirty (30) days' notice. The Charge is to be registered on the earlier date of either;1) the date of registration of a first charge by Cameron Stephens Mortgage Capital Ltd, or May 31st 2021.

On the Advance Date, the Chargee shall hold back an amount representing the first eighteen (18) months of interest payable on the net

LRO # 80 Charge By Partnership

Registered as AT5751324 on 2021 05 31 at 12:43

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

yyyy mm dd Page 2 of 25

Additional Provisions

mortgage advance, as an interest reserve.

Signed By

Evonne Emma Finnegan 1984 Yonge Street acting for Signed 2021 05 31

Toronto Chargor(s)

M4Z 1S7

Tel 844-405-7666 Fax 844-405-7667

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

Submitted By

SCHWARZ LAW PARTNERS LLP 1984 Yonge Street 2021 05 31

Toronto M4Z 1S7

Tel 844-405-7666 Fax 844-405-7667

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

SCHEDULE TO THE ATTACHED CHARGE/MORTGAGE

RECITALS

The Lender has agreed to make a loan in favour of the Borrower upon the terms and conditions more particularly contained herein.

The Borrower is the registered owner of the lands and premises described in the electronic Charge to which this schedule is attached.

This Charge is given by the Borrower to the Lender as continuing security for the repayment by the Borrower to the Lender of such loan and the performance by the Borrower of its obligations as more particularly described herein.

ARTICLE 1 - DEFINITIONS

1.1 For the purposes of this Charge the following definitions will apply:

"Applicable Laws" means, at any time, in respect of any Person, property, transaction, event or other matter, as applicable, all then current laws, rules, statutes, regulations, treaties, orders, judgments and decrees and all official directives, rules, guidelines, orders, policies, decisions and other requirements of any Governmental Authority (whether or not having the force of law) (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and shall also include any interpretation of the Law or any part of the Law by any Person having jurisdiction over it or charged with its administration or interpretation;

"Applicable Rate" means the interest rate set out in the electronic Charge to which this schedule is attached or, in the alternative, the interest rate set out in the Commitment;

"Bills" has the meaning ascribed thereto in Section 10.1(a);

"Borrower" means the party identified as "Chargor" set out in the electronic Charge to which this schedule is attached and its successors and assigns;

"Business Day" means a day on which the Lender is open for business but specifically excluding Saturdays, Sundays or statutory holidays pursuant to the laws of Canada or the Province of Ontario and "Business Days" means more than one Business Day;

"Charge" means this charge/mortgage of land and all instruments supplemental hereto or in amendment, renewal, extension, restatement, replacement or confirmation hereof;

"Charged Premises" means, collectively, the Lands and the Improvements;

"Commitment" means the letter of commitment between the Borrower and the Lender, as the same has been or may be amended, restated, supplemented, renewed, extended or superseded from time to time;

"Environmental Approvals" has the meaning ascribed to it in Section 12.1 hereof;

"Environmental Laws" or "Environmental Law" has the meaning ascribed to them in Section 12.1 hereof;

"Event of Default" has the meaning ascribed thereto in Section 18.1 hereof;

"Event of Insolvency" means the occurrence of any one of the following events:

- (a) If the Borrower, or the Guarantor(s), shall, other than as expressly permitted hereby:
 - (i) be wound up, dissolved or liquidated, whether pursuant to the provisions of the laws of the Province of Ontario or the federal laws of Canada applicable therein, or any other law or otherwise, or becomes subject to the provisions of the Winding-Up and Restructuring Act (Canada), or has its existence terminated or has any resolution passed therefor; or
 - (ii) makes a general assignment for the benefit of its creditors or files a proposal or a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada), shall otherwise acknowledge its insolvency or shall be declared or become bankrupt or insolvent; or
 - (iii) proposes a compromise or arrangement or otherwise brings proceedings under or becomes subject to the provisions of the Companies' Creditors Arrangement Act (Canada) or shall file any petition or answer seeking any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution or any other relief for itself under, or in any way takes the benefit of, the Bankruptcy and Insolvency Act (Canada) or any other present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors; or
 - (iv) be unable, by reason of insolvency or similar circumstances, to pay its trade creditors generally, within one hundred and twenty (120) days of the rendering of trade accounts or admit its inability to pay its debts or perform its obligations as they become due; or
- (b) If a court of competent jurisdiction shall enter an order, judgment or decree against the Borrower in respect of any re-organization, arrangement, composition, re-adjustment, liquidation, dissolution, winding-up, termination of

existence, declaration of bankruptcy or insolvency, or similar relief under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for or against the benefit of creditors, or the Borrower shall acquiesce in the entry of such order, judgment or decree, unless the Borrower is also proceeding forthwith to diligently and in good faith contest the same and, provided that none of the Charged Premises, the Charge or the Security, the value of the Charged Premises or the operation thereof, are adversely affected and there is no prejudice to the Lender in the Lender's reasonable opinion, and such order, judgement or decree is vacated or permanently stayed within fifteen (15) days of its making; or

- (c) If any trustee in bankruptcy, receiver, receiver and manager, monitor or liquidator or any other officer with similar powers shall be appointed for the Charged Premises or any portion thereof, or for the Borrower or the Guarantor(s), or for all or any substantial part of its assets or its interest in the Charged Premises with the consent or acquiescence of the Borrower; or
- (d) If, other than as expressly permitted hereby, an encumbrancer or the holder of any lien or charge or any other creditor takes possession of the Charged Premises or the Borrower's interest in the Charged Premises, or any part thereof, or if a distress, execution, garnishment or any similar process is levied or enforced upon or against the same;

"Governmental Authority" means any federal, provincial, territorial or municipal government and any executive, judicial, regulatory or administrative functions of, or pertaining to, government (including, without limitation, all boards, commissions, agencies, departments and ministries);

"Guarantor(s)" means any Person from time to time guaranteeing the Indebtedness;

"Hazardous Substance" has the meaning ascribed to it in Section 12.1 hereof;

"Improvements" means the buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements now located on the Lands and all appurtenances pertaining thereto, together with all other buildings, structures, fixtures and improvements hereafter located from time to time in, on or under the Lands and all personal property, equipment and chattels now or hereafter affixed to the Lands or to such buildings, erections, structures, fixed machinery, fixed equipment, plant, and improvements owned by the Borrower;

"Indebtedness" means, collectively, the Principal Sum, any debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender of any kind or nature, present or future and arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired and in all cases arising under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith. The term includes, without limitation, all interest, yield maintenance, charges, expenses, fees, including all processing and commitment fees and all legal fees and disbursements (in each case whether or not allowed), and any other sum chargeable to the Borrower under, pursuant to or in connection with this Charge, the Security or any other document delivered pursuant to or in connection herewith or therewith:

"Inspections" has the meaning ascribed to it in Section 12.1 hereof;

"Interest Adjustment Date" means the interest adjustment date set by the Lender for the purposes of setting a payment schedule;

"Lands" means the lands and premises described in the electronic Charge to which this schedule is attached, including all tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, and the reversion or reversions, remainder and remainders, rents, issues and profits therefrom, and all the estate, right, title, interest, property claim and demand whatsoever of the Borrower of, in and to the same and of, in and to every part thereof:

"Lease Benefits" means the benefit of all covenants and obligations of tenants, licencees or occupants contained in any of the Leases, including, without limitation, all rights and benefits of any guarantees thereof, the right to demand, sue for, collect, recover and receive all Rents, to enforce the landlord's rights under any Lease and generally any collateral advantage or benefit to be derived from the Leases or any of them;

"Lease Rights" means, collectively, the Leases, the Rents and the Lease Benefits;

"Leases" means all present and future leases, subleases, licences, agreements to lease, agreements to sublease, options to lease or sublease, rights of renewal or other agreements by which the Borrower, or any predecessor or successor in title thereto, has granted or will grant the right to use or occupy all or part or parts of the Charged Premises, including all agreements collateral thereto, but which, for the purpose of this definition does not include the Property Lease, and "Lease" means any one of them;

"Lender" means the party identified as "Chargee" in the electronic Charge to which this schedule is attached, and its successors and assigns;

"Loan" means the loan extended or to be extended by the Lender to the Borrower in the principal amount set out in the electronic Charge to which this schedule is attached and secured by this Charge and other security given to the Lender by the Borrower and the Guarantor(s), if any;

"Major Tenant Leases" means any agreements to lease, offers to lease or leases, subleases or occupancy agreements in respect of premises situate on the Charged Premises and which are determined by the Lender in its discretion to be material to the Charged Premises and the extension and maintenance of the Loan;

"Maturity Date" means, subject to early maturity by reason of the occurrence of an Event of Default and the acceleration of repayment at the option of the Lender, the balance due date set out in the electronic Charge to which this schedule is attached;

"Permitted Encumbrances" means the items more particularly set out in Schedule 'A' hereto together with such other encumbrances, liens and interests affecting the Charged Premises which are acceptable to the Lender in its sole discretion. If no Schedule 'A' is attached hereto, there are no permitted encumbrances;

"Person" means any natural person, sole proprietorship, partnership, syndicate, trust, joint venture, Governmental Authority or any incorporated or unincorporated or entity or association of any nature;

"Principal" or "Principal Sum" means the principal amount of the Loan owing from time to time by the Borrower to the Lender;

"Rents" means all rents, issues and profits now due or to become due under or derived from the Leases;

"Security" means, collectively, all other or additional security, other than this Charge, given by the Borrower or others to the Lender as security for the Loan;

"Taxes" means for each year during the term of this Charge all real property taxes, business taxes, rates, duties, charges, assessments, impositions, taxes, levies and charges for local improvements or otherwise, imposed upon or assessed against the Charged Premises or any part or parts thereof by any Governmental Authority including, without limitation, school boards, and paid or payable by the Borrower or any tenant of the Charged Premises, but shall not include franchise, capital levy or transfer tax or any income, excess profits or revenue tax or any other tax or impost of a personal nature charged or levied upon the Borrower or any tenant of the Charged Premises. If the system of real property taxation or business shall be altered or varied and any new tax shall be levied or imposed on all or any portion of the Charged Premises or the revenues therefrom in substitution for, or in addition to, taxes presently levied or imposed, then any such new tax or levy shall be deemed to be and shall be included herein; and

"Term" means the term of this Charge and being a period which expires on the Maturity Date.

ARTICLE 2 - CHARGING PROVISIONS

- 2.1 Now therefore witnesseth that the Borrower, being the registered owner of a freehold estate in fee simple in possession of the Lands, in consideration of the Loan advanced or to be advanced by the Lender to the Borrower or for its benefit, and as security for the repayment of all Indebtedness and the performance of the obligations of the Borrower hereunder, does hereby grant, mortgage, charge and create a security interest in, to and in favour of the Lender all of its estate, right, title and interest in and to the Charged Premises and covenants and agrees to and with the Lender as hereinafter provided.
- 2.2 The last day of any term reserved by any lease or sublease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Borrower, as lessee, and forming part of the Charged Premises is hereby excepted out of the mortgage, charge, assignment and security interest hereby created or granted or any instrument in implementations hereof, and the same shall be deemed to be a charge by way of sublease. As further security for the payment of the Indebtedness, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Charge and to assign and dispose thereof, without cost or expense to the Lender, in such manner as the Lender shall by notice in writing, for such purpose, direct. Upon any sale, assignment, sublease or other disposition of such leasehold interest or any part thereof, the Lender, for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser, assignee, sublessee or other acquirer thereof, shall be entitled by deed or writing to appoint such party or parties as a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

ARTICLE 3 - REPAYMENT AND INTEREST

- 3.1 The Borrower covenants to pay to or to the order of the Lender at its offices as set out in Article 23 hereof or at such other address as the Lender may from time to time designate in writing, without set-off, compensation or deduction, and without deduction for bank service or any other charges, the Principal Sum together with all other Indebtedness with interest thereon at the Applicable Rate, as well after as before maturity and both before and after default, demand and judgment. Such interest at the Applicable Rate shall be computed from the date of advance to become due and be paid initially on the Interest Adjustment Date and thereafter to be paid in equal instalments of interest, commencing on the first payment date set out in the Commitment or in the electronic Charge to which this schedule is attached and continuing each month during the Term, to and including the last payment date set out in the Commitment or the electronic Charge to which this schedule is attached, each such instalment to be in the amount stipulated in the Commitment or in the electronic Charge to which this schedule is attached and the last instalment, in the amount of the then remaining balance of the Principal Sum, other Indebtedness and accrued interest thereon, to be paid on the Maturity Date.
- 3.2 The Borrower acknowledges and agrees that monthly instalments for interest described in Section 3.1 together with all payments for Taxes as set out in Section 10.1 hereof must pass through a single bank account on which the Borrower will have provided post-dated cheques (as required by the Lender) or have pre-authorized the Lender to withdraw the monthly payments under this Charge plus any Taxes payable in respect of the Charged Premises if not otherwise paid by the Borrower. In addition, the Borrower must maintain at all times in such account a minimum balance equal to the sum of the monthly payment of principal, interest and Taxes (as such Taxes become due).
- 3.3 It is hereby agreed that if default should occur in payment of any sum due at the time appointed for payment thereof as herein provided, compound interest at the Applicable Rate shall be payable on the sum in arrears from time to time, as well after as before maturity, and if interest as compounded is not paid within one (1) month from the time of

- default, a rest shall be made, and compound interest at the Applicable Rate shall be payable on the aggregate then due, as well after as before maturity, both before and after default, demand and judgement and so on from time to time and all such interest and compound interest shall be a charge on the Charged Premises.
- 3.4 All interest in arrears shall be treated (as to payment of interest thereon) as Principal and shall bear compound interest, as well after as before maturity, default and judgement as provided in Section 3.3 hereof.
- 3.5 The Borrower will pay interest, including interest on overdue interest, at the Applicable Rate on any arrears of instalments of interest, and any payment by the Borrower shall be applied by the Lender first on account of interest and then on account of principal.
- 3.6 All payments of principal and interest pursuant to Section 3.1 shall be made to and received by the Lender prior to 3:00 p.m. on the date due, failing which such payment shall be deemed received on the next succeeding Business Day provided that in such case, such extension of time shall be included for the purpose of computation for interest; provided further that in the event any payment is due on a day which is not a Business Day, it shall be payable prior to 3:00 p.m. on the next succeeding Business Day and provided such payment is received by such date and such time, then, save in respect of repayment of the Indebtedness at the Maturity Date where interest shall be charged for extensions to the next succeeding Business Day, interest shall not be charged for such extension.

ARTICLE 4 - CRIMINAL RATE OF INTEREST

4.1 Notwithstanding any other provisions of this Charge, in no event shall the aggregate "interest" (as defined in Section 347 of the Criminal Code, (Canada), as the same shall be amended, replaced or re-enacted from time to time) payable to the Lender under this Charge exceed the effective annual rate of interest on the "credit advances" (as defined in that section) under this Charge lawfully permitted under that section and, if any payment, collection or demand pursuant to this Charge in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Lender and the Borrower and the amount of such payment or collection in excess of that lawfully permitted shall be refunded by the Lender to the Borrower.

ARTICLE 5 - INTEREST ACT (CANADA)

- 5.1 For the purposes of this Charge, whenever interest is payable or stated not on the basis of a yearly rate, such rate of interest may be determined by multiplying the Applicable Rate by a fraction the numerator of which is the actual number of days in the calendar year in which the same is to be ascertained and the denominator of which is the number of days in the period for which such rate is determined to be payable.
- 5.2 All calculations of interest or fees under this Charge are to be made on the basis of the stated rates set out herein and not on any basis which gives effect to the principle of deemed re-investment.

ARTICLE 6 - PREPAYMENT

6.1 Subject to prepayment provisions provided for in the Commitment, if any, or early maturity by reason of the acceleration of the repayment of the Indebtedness at the option of the Lender upon the occurrence of an Event of Default, the Borrower shall not be entitled to prepay all or any portion of the Principal under this Charge prior to the Maturity Date.

ARTICLE 7 - NO OBLIGATION TO ADVANCE

- 7.1 The Borrower acknowledges and agrees that the Lender is not bound to make any advance of any of the Principal Sum or any unadvanced portion thereof by reason of the registration of this Charge in any place or registry office or the advance of any part of the said Principal Sum, it being acknowledged by the Borrower that any advance hereunder is subject, inter alia, to: (i) the representations and warranties contained herein being true and correct as of the date of any advance of the Loan; (ii) no default having occurred hereunder, under any of the Security or under the Commitment; and (iii) the conditions precedent contained in the Commitment having been satisfied.
- 7.2 In the event this Charge is registered and either no advance whatsoever is made hereunder by the Lender or the Borrower's ability to draw down funds is terminated by the Lender before any funds are advanced, the Lender will, at the expense of the Borrower and upon payment of all monies, costs, fees and disbursements then due to the Lender, promptly upon request by the Borrower execute and deliver to the Borrower, or any agent thereof, registrable discharges of this Charge and of the Security, for use in every registry office where they or notices thereof have been recorded or filed; provided that the Borrower acknowledges that this Section 7.2 shall be of no effect once any advance of the funds is made hereunder by the Lender.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

- 8.1 The Borrower represents and warrants in favour of the Lender, acknowledging that the Lender is relying on such representations and warranties in extending the Loan:
- (a) The Borrower is a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and has all necessary corporate power and authority to enter into this Charge and the Security and to perform or cause to be performed its obligations contained herein and therein, to own and operate the Charged Premises and to carry on it business pertaining thereto as presently carried on;
- (b) There are no provisions in the articles or bylaws of the Borrower or any unanimous shareholders agreement of or with respect to the Borrower or to which the Borrower is a party which restrict, limit or regulate in any way the powers of the Borrower to borrow on credit or to issue, sell or pledge any of the property or assets now or hereafter owned by it to secure its debt obligations, save and except any provisions which have been complied with. No steps or

proceedings have been taken or are pending to amend or supersede the articles or bylaws of the Borrower in a manner which would impair or limit the Borrower's ability to perform its obligations hereunder or under the Security;

- (c) The Borrower has taken all necessary corporate action to authorize the execution and delivery of this Charge and the Security, and performance of the provisions of each in accordance with its terms;
- (d) The authorization, creation, execution or delivery of this Charge or the Security or the Borrower's performance of its obligations hereunder or thereunder does not require any approval or consent of any Governmental Authority having jurisdiction nor will any such action be in conflict with or contravene any of the Borrower's articles, bylaws, unanimous shareholders agreement, if any, or resolutions of directors or shareholders, or the provisions of any indenture, instrument, agreement or undertaking to which the Borrower is a party or by which it or its properties or assets are bound, or result in the creation, imposition or cyrstallization of any hypothec, title retention, charge, pledge, lien, encumbrance or security interest of any kind upon any of its property or assets subject to the Charge or security interest created thereby or by the Security other than in accordance with the provisions of this Charge and the Security. This Charge and the Security when executed and delivered will constitute valid and legally binding obligations of the Borrower, enforceable against it in accordance with its terms;
- (e) There is not now pending or, to the best of the Borrower's knowledge or belief after due inquiry, threatened against the Borrower, any litigation, action, suit, investigation or other proceeding by or before any court, tribunal or other competent Governmental Authority which would materially adversely affect the present or prospective ability of the Borrower to perform its obligations under this Charge or the Security, as the case may be, or which calls into question the validity or enforceability of this Charge or the Security;
- (f) No Event of Insolvency has occurred or is threatened or pending;
- (g) The Borrower is the registered owner of and has a good and marketable title in fee simple to the Lands, and, unless otherwise disclosed to the Lender in writing, is the legal and beneficial owner of the Charged Premises, free and clear of all security interests, charges, liens and other encumbrances whatsoever except for the Permitted Encumbrances, which Permitted Encumbrances are in good standing;
- (h) The Borrower has the right to charge the Charged Premises to the Lender;
- (i) The Borrower has not received any notice of or threat of a lien under the Construction Lien Act (Ontario), as amended, against the Charged Premises nor has any lien been registered against the Charged Premises in respect of labour, materials or services furnished with respect to any improvement thereon which has not been discharged;
- (j) Unless expressly stipulated in the Commitment, the Charge is not being given with the intention to use the proceeds thereof to finance any alterations, additions or repairs to, or any construction, erection, demolition or installation on the Charged Premises or any structure thereon;
- (k) Unless expressly stipulated in the Commitment, the Charge is not a building mortgage, within the meaning of the Construction Lien Act (Ontano), as amended, and the funds to be advanced by the Lender are not being used to repay a building mortgage;
- (I) There has been no improvement or materials supplied on or in respect of the Charged Premises in respect of which a construction lien could arise and which has not been completed or abandoned within the forty-five (45) days immediately preceding the date hereof;
- (m) Except as disclosed to the Lender in writing, the existing and proposed uses, the operation of the Charged Premises and the business conducted thereon comply and, to the best of the Borrower's knowledge and belief, have (including all prior uses) at all times complied with all Applicable Laws, including all Environmental Laws, and the Borrower is not in violation of, and does not violate, by virtue of the ownership, use, maintenance or operation of the Charged Premises or the conduct of any business related thereto, any Applicable Laws, including all Environmental Laws:
- (n) The Charged Premises may be charged by the Borrower in compliance with the *Planning Act* (Ontario), and no severance of any adjoining lands owned by the Borrower is required;
- (o) All financial statements and data delivered or presented to the Lender by the Borrower up to and including the date hereof are true and correct in all material respects as at the dates and for the periods indicated and have been prepared in accordance with Canadian generally accepted accounting principles and disclose to the Lender all financial information relevant to the Lender in respect of making the Loan and there is no information, financial or otherwise, which has not been disclosed to the Lender which would be material to the Lender in its decision to advance the Loan, and, without limiting the foregoing, neither the Guarantor(s) nor the Borrower has failed to disclose to the Lender any facts or information material to the making of the Loan;
- (p) No Event of Default, or an event which with the giving of notice, lapse of time or otherwise, would constitute an Event of Default exists;
- (q) Each Permitted Encumbrance is in good standing and all obligations and covenants required to be met or complied with thereunder on the part of the Borrower have been complied with and, in respect to any other party thereto to the best of the Borrower's knowledge and belief, have been met or complied with;
- (r) All Leases entered into as of the date hereof are valid, subsisting and enforceable leases and are in good standing as of the date hereof without right of set-off or abatement;
- (s) The Borrower is not bound by any indenture, agreement, lease or other instrument, nor is it subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction or any of the Applicable Laws, which materially adversely affects its business operations in respect of the Charged Premises or

the performance of its obligations under this Charge or the Security;

- (t) The Borrower has complied with all Applicable Laws in respect of any residential unit located on the Charged Premises, including in respect of any conversion, demolition, rentals charged or filings or applications to be made and there are no outstanding orders, decisions or directives made or pending which are or would be adverse to the Borrower or the Charged Premises in respect of any residential unit located on the Charged Premises;
- (u) Each partner of the limited partnership of which the Borrower is the general partner is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (v) With respect to each partner of the limited partnership of which the Borrower is a general partner that is a Canadian corporation, either (i) the shares of that corporation do not derive their value, directly or indirectly, primarily from foreign property, all within the meaning of the *Income Tax Act* (Canada) or (ii) the corporation is a corporation described in subsection 206(1.1) of the *Income Tax Act* (Canada), as that provision may be amended from time to time:
- (w) The Borrower shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Lands intended to rank subordinate to this Charge; and
- (x) The Borrower is not and shall not be during the Term (without the prior written consent of the Lender), a farmer within the meaning of the Farm Debt Mediation Act (Canada).
- 8.2 The representations and warranties set out in this Article 8 shall speak as of the date made, survive the execution and delivery of this Charge and the making of any advance hereunder and continue to be true and accurate during the Term of this Charge, notwithstanding any investigations or examinations which may be made by the Lender or the Lender's solicitors and the Lender shall be deemed to have relied on such representations and warranties in making advances under the Loan.
- 8.3 The Borrower shall indemnify and save harmless the Lender from and against all losses, damages, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from any omission, inaccuracy or misrepresentation of the Boπower herein relating to or concerning the Charged Premises and with respect to all losses, charges, claims and expenses directly or indirectly incurred or suffered by the Lender resulting from or arising in connection with environmental matters relating to, arising from, in connection with or concerning the Charged Premises, whether referred to or contemplated herein or hereby.

ARTICLE 9 - COVENANTS

- 9.1 The Borrower covenants with the Lender that upon the occurrence of an Event of Default, the Lender shall have quiet possession of the Charged Premises, free from any encumbrances, save and except for the Permitted Encumbrances.
- 9.2 The Borrower shall not without the prior written consent of the Lender, which may be withheld in the sole discretion of the Lender permit or suffer to exist any charges, liens, security interests or other encumbrances against the Charged Premises, save and except for the Permitted Encumbrances; and the Borrower shall maintain the Permitted Encumbrances in good standing and provide notice to the Lender forthwith of any default under any of the Permitted Encumbrances.
- 9.3 The Borrower shall not initiate, permit or suffer to exist any Event of Insolvency, in respect of itself or, to the extent that the Loan, this Charge or the Security is affected by the occurrence of any such event, of any related person or corporation, including without limitation, any parent corporation of the Borrower. The Borrower covenants and agrees (i) to provide two Business Days' notice prior to the occurrence of an Event of Insolvency (an "Insolvency Notice"), and agrees that the receipt of an Insolvency Notice by the Lender shall constitute an immediate Event of Default if the Borrower or any Guarantor(s) is an applicant or takes the benefit of such statute or proceeding or if any of these proceedings otherwise affect the rights or entitlements of the Lender under the Loan, this Charge or the Security or the Lender's ability to enforce this Charge or the Security, and (ii) prior to the commencement of any such proceedings, to deliver to the Lender copies of all relevant filing materials, including, without limitation, copies of draft court orders, plans of compromise, proposals and notices of intention, it being intended by the Borrower that the Lender be entitled during the period after receipt of an Insolvency Notice to enforce this Charge and the Security for the purpose of, among other things, taking possession and control of the Charged Premises, in the Lender's sole discretion.
- 9.4 The Borrower shall not, without the prior written consent of the Lender, initiate, join in or consent to any change to or modification in any private restrictive covenant, municipal or other governmental law, rule or regulation, by-law, or any other public or private restrictions, limiting or defining the uses which may be made of the Charged Premises, or any part thereof and which could adversely affect the Charge, the Security, the day- to-day operations of the Charged Premises, the income derived therefrom or the value of the Charged Premises.
- 9.5 The Borrower shall comply in all respects with all covenants, deed restrictions, easements and Applicable Laws which pertain to the ownership, use or operation of the Charged Premises or the performance by the Borrower of its obligations under this Charge and shall ensure that all representations and warranties contained herein continue to be true and accurate at all times during the Term.
- 9.6 The Borrower shall permit the Lender, or cause to be made available to the Lender, access to all records, both written and electronic, pertaining to the Charged Premises and upon request shall make copies of such information for the Lender. For such purposes, the Lender shall have reasonable access to the Charged Premises or such other place as such records are kept upon reasonable prior written notice to the Borrower.
- 9.7 The Borrower shall fulfil on a timely basis any undertaking provided by it to the Lender at the time of the advance of

the

Loan.

- 9.8 The Borrower covenants to ensure that this Charge will remain a valid and enforceable mortgage of the Charged Premises with first priority subject only to the Permitted Encumbrances and the Borrower will fully and effectively maintain and keep the Security as valid and effective security during the currency hereof.
- 9.9 The Borrower shall promptly give written notice to the Lender of any litigation, proceeding or dispute affecting the Charged Premises if the result thereof might have a material adverse effect on the Charged Premises, the financial condition or operations of the Borrower or any Guarantor(s) or its ability to perform its obligations hereunder and shall, from time to time, furnish to the Lender all reasonable information requested by the Lender concerning the status of such litigation, proceeding or dispute and shall in all such cases diligently and in good faith proceed to defend, settle or otherwise deal with any such litigation, proceeding or dispute in a commercially reasonable manner.
- 9.10 The Borrower shall promptly give notice to the Lender upon becoming aware of and provide particulars in respect of:
- (a) An Event of Default or any event which with the passage of time or giving of notice would constitute an Event of Default;
 - (b) Any default under a Lease;
 - (c) Details of material renovations to the Charged Premises when the Borrower intends to or reasonably anticipates that it will renovate the Charged Premises;
 - (d) Any default under any Permitted Encumbrance;
- (e) Any notice of expropriation, action or proceeding materially affecting the Charged Premises or the violation of any

 Applicable Law which may have a material adverse affect on the Charged Premises; and
 - (f) Any matter which may have a material adverse affect upon the Borrower or the Guarantor(s) or Charged Premises or the operations conducted thereon, or the security constituted by this Charge and the Security.
- 9.11 The Borrower covenants at all times:
 - (a) to perform or cause to be performed all of the covenants and obligations on the part of lessor contained in the Leases (except the extent the same have been expressly waived by the other parties to such Leases and except in circumstances where the tenant is in default and the Borrower is acting prudently and in the best interests of the Charged Premises);
 - (b) to maintain or cause to be maintained the Lease Rights in good standing and not to do, permit to be done or omit to do anything which may impair the enforceability of the Lease Rights;
 - (c) save for the deposits for the first and last month rentals, not to accept Rents more than one (1) month in advance of the dates when Rents fall due;
- (d) not to enter into Leases which are not at arm's length unless the terms thereof are at least equal to current market terms:
 - (e) not to enter into Lease which do not constitute Major Tenant Leases (each of which must be approved by the Lender as hereafter provided) unless such leases are substantially on Lender pre-approved standard lease forms and not to enter into Major Tenant Leases without the Lender's approval as hereafter provided:
 - (f) not to or to permit termination, alteration or amendment or waiver of rights or remedies or otherwise take any action with respect to any of the Leases which in the aggregate would create a material reduction in Rents from those payable as of the date hereof, without the prior approval of the Lender;
 - (g) not to further assign, mortgage or pledge or permit the assignment, mortgaging or pledging of any Lease or the rents thereunder, save for assignments by tenants of their tenant's interest in Leases, to the extent permitted under such Leases; and
 - (h) to ensure in respect of all Leases now or hereafter entered into that (i) the tenant thereunder, at the option of the Lender, subordinates its lease to the security of this Charge and attorns to and becomes a tenant of the Lender or any purchaser from the Lender in the event of the exercise of a sale remedy by the Lender, for the unexpired residue of the term and upon the terms and conditions of said lease, provided the Lender will agree to enter into non- disturbance agreements on commercially reasonable terms with all such tenants; and (ii) at the request of the Lender, provide as further security specific assignments of Leases hereinafter entered into.
- 9.12 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, enter into any agreement or document in respect of the Charged Premises (except for leases in accordance with the terms hereof and the Security) which is material to the ownership, value, operation, or use of the Charged Premises unless the same is in the ordinary course of business.
- 9.13 With respect to any Major Tenant Lease, the Borrower shall not and shall not permit without the prior written consent of the

Lender:

- (a) cancel or modify any Major Tenant Lease, release the obligations of any lessee thereunder, accept a surrender of a Major Tenant Lease, accept any prepayment of Rents thereunder or consent to any sublet or assignment by the lessee under any Major Tenant lease (except where the provisions of such Major Tenant Lease require the landlord to do so); or
- (b) enter into any Major Tenant Lease unless the terms, form and substance of such Major Lease is satisfactory to theLender, acting reasonably; or
 - (c) to further assign, mortgage, pledge, hypothecate or otherwise deal with any Major Tenant Lease.
- 9.14 The Borrower shall do or cause to be done all things necessary to keep in full force and effect all rights, franchises, licences and qualifications necessary or incidental to perform or cause to be performed its obligations contained in this Charge and the Security and to carry on its business pertaining thereto as presently carried on.
- 9.15 The Borrower shall from time to time to pay or cause to be paid all amounts related to taxes, wages, workers compensation obligations, government royalties, and any other similar amounts relating to the business conducted on the Charged Premises if non-payment thereof may result in an encumbrance (other than a Permitted Encumbrance) against the Charged Premises or any of the assets secured in favour of the Lender by the Security.
- 9.16 The Borrower shall not, without the prior written consent of the Lender, acting reasonably and promptly, cause or permit any change in the status of the Borrower that results in the representations contained in Subparagraph 8.1(u) or Subparagraph 8.1(v) ceasing to be accurate in all material respects.
- 9.17 The Borrower covenants, subject to the rights of reorganization herein contained, to continue as a corporation duly organized, validly subsisting and in good standing under the laws of its incorporating jurisdiction and maintain all necessary corporate power and authority to perform or cause to be performed its obligations contained herein and in the Security, to own and operate the Charged Premises and to carry on its business pertaining thereto as presently carried on.
- 9.18 The Borrower covenants that, unless in respect of a reorganization of the Borrower permitted under Paragraph 18.1(h) or with the consent of the Lender as provided therein, no steps or proceedings will be taken to amend or supersede the articles or bylaws of the Borrower and in any event no steps or proceedings, including any reorganization of the Borrower, will be taken in a manner which would impair or limit the Borrower's or its successor's ability to perform its obligations hereunder or under the Security.
- 9.19 The Borrower will not enter into any indenture, agreement, lease or other instrument, nor become subject to any trust agreement, charter, by-law, unanimous shareholders agreement or other corporate restriction, which materially adversely affects the Charged Premises.

ARTICLE 10 - TAXES/LIENS

10.1

- (a) The Borrower shall pay or cause to be paid, all Taxes together with such other amounts, the failure to pay which would give rise to a lien against the Charged Premises, as and when the same shall fall due and payable (collectively, the "Bills").
- (b) With respect to Taxes at the option of the Lender, the Borrower shall pay to the Lender in equal monthly instalments on the first day of each month in each calendar year during the Term, commencing on the first day of the month next following the Interest Adjustment Date, one-twelfth (1/12) of the annual Taxes (or such amount as may be required in order to pay the Taxes as they become due) as reasonably estimated by the Lender; said payments of Taxes shall be paid to the Lender in addition to the instalments of interest due and payable under this Charge, to be deposited upon receipt and held by the Lender in an interest-bearing account for the payment of Taxes, with interest to accrue thereon to the benefit of the Borrower and to be credited in reduction of the amount required to be paid to the Lender for Taxes. The Lender agrees that upon and subject to receipt of monies for Taxes it will remit such monies to the proper municipal offices in payment of Taxes as required from time to time; provided that if any Event of Default shall occur and be continuing, then the Lender, at its sole option, may apply all or any part of any funds held in such account to any amount due hereunder, whether principal, interest or otherwise. The Borrower shall also pay, or cause to be paid, to the Lender before the due date for the payment of Taxes (or next periodic instalment date therefor, as the case may be) any sums in addition to the aforesaid monthly instalments which may be required in order that out of such sums held in trust or escrow by the Lender and such additional sums, the Lender may pay the whole amount of Taxes assessed thereto, on the due date for payment thereof. Notwithstanding the foregoing provisions of this Paragraph 10.1(b), the Borrower acknowledges that the Lender is under no obligation to collect from the Borrower monthly instalments on account of Taxes. In addition, the Borrower acknowledges its obligation to pay all Taxes when due, whether or not the payment of all Taxes are the responsibilities of tenants and whether or not such tenants have remitted the same to the Borrower.
- (c) The Lender may, after written notice being given to the Borrower, pay all unpaid and due Taxes, and any amounts, the failure to pay which would give rise to a lien and any amounts so paid by the Lender shall become part of the Principal hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender with interest at the Applicable Rate until paid.
- (d) If the Charged Premises or any part thereof are sold or forfeited for nonpayment of Taxes while any sum
 Page 8 of 23

remains unpaid hereunder, the Lender may acquire the title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Lender may pay, either in its own name or in the name of the Borrower and on the Borrower's behalf, any and all sums necessary to be paid to redeem such land so sold or forfeited, and to revest such lands in the Borrower, and the Borrower hereby nominates and appoints the Lender as agent to pay such monies on the Borrower's behalf and in the Borrower's name, and any monies so expended by the Lender shall become part of the Principal Sum hereby secured and be a charge on the Charged Premises in favour of the Lender and shall be payable forthwith by the Borrower to the Lender and until so paid shall bear interest at the Applicable Rate or in the alternative, the Lender may purchase the Charged Premises at any tax sale of the same.

- Notwithstanding anything to the contrary herein contained, the Borrower shall have the right to contest or (e) defend any actions brought to recover, or appeal any judgments recovered against it in respect of any Bills, or other like charges, or any construction or other liens levied or registered against the Charged Premises, by appropriate proceedings diligently conducted in good faith, provided that the Borrower shall have first deposited with the Lender, or otherwise provided to the reasonable satisfaction of the Lender, such security as the Lender acting reasonably may require including, without limitation, security for the payment of such Bills, charges or liens and any costs payable in connection therewith, and further provided that the Lender shall have determined, to its reasonable satisfaction, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall not materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises. Should the Lender at any time thereafter determine, in its reasonable discretion, that any such contest, defence or appeal or any delay or nonpayment of such Bills, charges or liens shall materially prejudice the prior charge or lien of this Charge or the title of the Borrower to the Charged Premises, the Lender may realize upon such security for payment as aforesaid and pay such Bills, charges or liens. Upon termination of such proceedings, the Borrower shall promptly pay or cause to be paid the amount of the Bills, charges or liens and any other costs, fees, interest and penalties as are properly payable upon determination of such proceedings and promptly cause any tax notifications, caveats, liens, certificates of or pertaining litigation or any other form of notice or encumbrance in respect thereof to be promptly discharged from the title to the Charged Premises at the sole expense of the Borrower whereupon all such security deposited or otherwise provided to the Lender and any proceeds from the realization thereof not paid on account of Bills as aforesaid, shall be returned and paid to the Borrower.
- (f) The Borrower agrees to and does hereby indemnify the Lender against all claims, demands, costs, damages and expenses which arise in respect of any default, late payment, omission, act or proceeding by the Borrower, under or in respect of this Section 10.1.
- (g) If the Lender comes into and for as long as it is in possession of the Charged Premises, the Lender, in its sole discretion, shall be entitled to and shall enjoy all the rights of the Borrower set out in Paragraph 10.1(d) hereof, to the exclusion of the Borrower.

ARTICLE 11 - INSURANCE

- 11.1 The Borrower will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Lender, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Lender. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Lender, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Lender. Evidence of continuation of all such insurance having been effected shall be produced to the Lender at least fifteen (15) days before the expiration thereof; otherwise the Lender may provide therefore and charge the premium paid and interest thereon at the rate provided for in the Charge to the Borrower and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Lender may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Lender and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Lender therefore shall be payable forthwith by the Borrower with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Lender as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- 11.2 During any construction on the Charged Property, the Borrower shall maintain:
 - (i) Builders' all-risk coverage for 100% of the construction cost with loss payable to the Lender by way of an Insurance Bureau of Canada ("IBC") approved mortgage clause. The policy must cover flood, earthquake, building by-laws, delayed opening, must allow for partial occupancy of the premises and provide for interim loss payments during reconstruction;
 - (ii) Wrap-Up Liability coverage in an amount not less than \$10,000,000 per occurrence;
 - (iii) Project performance and completion bonds and insurance, including coverage for labour and material bonds; and
 - (iv) Professional Liability coverage in an amount not less than \$10,000,000.

12.1 The following capitalized terms shall have the following respective meanings:

"Environmental Approvals" means all applicable permits, licences, authorizations, consents, directions or approvals required by Governmental Authorities pursuant to the Environmental Laws with respect to the use, occupation, ownership or operation of the Charged Premises:

"Environmental Laws" means all applicable federal, provincial and municipal laws, by-laws, regulations, executory orders, judgments and protocols, relating in whole or in part, to the environment or its protection, and without restricting the generality of the foregoing, includes without limitation, those laws relating to the manufacturing, processing, use, handling, packaging, labelling, sale, storage, recycling, transportation, treatment, destruction, burial or disposal of Hazardous Substances, employee safety, and the emission, discharge, release, deposit, issuance, spraying, dumping, throwing, pouring, spilling, emptying, placing, leaking, seeping, exhausting or abandonment of Hazardous Substances into the atmosphere, air, surface water, ground water, land surface or subsurface strata and, in each such case, as such Environmental Laws may be amended or supplemented from time to time, and "Environmental Law" means any of them;

"Hazardous Substance" means any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in or the object of any Environmental Law, the presence of which in the environment is in contravention of any Environmental Law; and

"Inspections" means all inspections, evaluations or tests conducted by the Lender or any agent or consultant thereof for the purpose of determining the environmental condition of the Charged Premises, as the Lender may deem appropriate, acting reasonably.

12.2 The Borrower represents and warrants (which representations and warranties shall continue throughout the Term of the Loan)

that:

- (a) The condition and use of the Charged Premises is and, to the best of the Borrower's knowledge, any prior use of the same was, in compliance in all material respects with all applicable Environmental Laws;
- (b) The Charged Premises is not subject to any judicial or administrative proceedings alleging violation of any Environmental Laws and there are no outstanding orders or proceedings against the Charged Premises from a Governmental Authority responsible for protecting the environment alleging the violation of any Environmental Laws;
- (c) To the knowledge of the Borrower, the Charged Premises is not the subject of any investigation by Governmental Authorities having jurisdiction evaluating whether any remedial action is needed to respond to a contravention of any Environmental Laws; and
- (d) There is no contingent liability of which the Borrower has knowledge or reasonably should have knowledge in connection with the contravention of any Environmental Laws.

12.3 The Borrower covenants with the Lender:

- (a) If not already provided, to provide to the Lender within ninety (90) days of the execution of this Charge, an environmental audit with respect to the Lands, and if an event shall have occurred after the date of this Charge, which the Lender, acting reasonably, believes may have resulted or may result in material adverse change in the environmental condition of the Charged Premises or any part thereof, to provide such further environmental audits as the Lender may require;
- (b) To provide notice within fifteen (15) days of either having learned of any enactment or promulgation of any Environmental Laws which may result in any material adverse change in the condition, financial or otherwise, of the Charged Premises;
- (c) To defend, indemnify and hold harmless the Lender, its directors, officers, employees, agents and their respective successors and assigns, against any and all loss, cost, expense, claim, liability or alleged liability arising out of any environmental damage occasioned to the Charged Premises contravention of any Environmental Laws:
- (d) To, at all times and at its own expense, conduct its business and maintain the Charged Premises in compliance with all Environmental Laws and Environmental Approvals including causing all tenants of the Charged Premises to comply with the same;
- (e) If the Borrower:
 - receives notice from any Governmental Authority having junsdiction that violation of any Environmental Law or Environmental Approval has been committed by the Borrower or any tenant with respect to the Charged Premises;
 - (ii) receives notice that any remedial order or other proceeding has been filed against the Borrower or any tenant alleging in respect of the Charged Premises violations of any Environmental Law or requiring the Borrower to take any action in connection with the release of a Hazardous Substance into the environment; or
 - (iii) receives any notice from a Governmental Authority having jurisdiction in respect of the Charged Premises that the Borrower or any tenant may be liable or responsible for costs associated with a

nuisance or a response to, or clean up of, a release of a Hazardous Substance into the environment or any damages caused thereby;

to provide to the Lender a copy of such notice within ten (10) days of the Borrower's receipt thereof, and thereafter shall keep the Lender informed in a timely manner of any developments in such matters, and shall provide to the Lender such other information in respect thereto as may be reasonably requested by the Lender from time to time and shall proceed to deal with the same diligently and in good faith in order to bring the Charged Premises into compliance to the extent necessary to comply with Environmental Laws;

- (f) Unless in existence on the Charged Premises on the date of this Charge, not to use, discharge, transport or install in or upon the Charged Premises any material or equipment containing PCBs or permit any tenant of the Charged Premises to do so and, to the extent in existence on the Charged Premises as of the date of this Charge, to maintain the same in compliance with all Environmental Laws;
- (g) To maintain, and to require all occupants of the Charged Premises to maintain in good leak-proof condition all above-ground and underground storage tanks and drums on the Charged Premises;
- (h) Not to install asbestos or permit asbestos to be installed in the Charged Premises. With respect to any asbestos present in the Charged Premises on the date of this Charge, the Borrower shall, at its expense, promptly comply with the requirements of Environmental Laws and Governmental Authorities respecting the use, removal and disposal of asbestos; and
- (i) To obtain or cause its solicitors to obtain copies of all relevant environmental studies or assessments of the Charged Premises which the Borrower or its solicitors or agents have commissioned or which are in the possession or control of the Borrower, as of the date of this Charge and, to the extent any such assessments or studies are required by the Lender from time to time, to promptly provide same to the Lender upon request and hereby authorizes and directs its solicitors, agents and consultants to promptly release same to the Lender.
- 12.4 Having due regard to the rights of any tenant of the Borrower, the Lender and its employees and agents shall have the right, and are hereby granted permission by the Borrower, to enter the Charged Premises from time to time, and to have access to the Borrowers' relevant documents and records, in order to conduct Inspections, to determine compliance with Environmental Laws as the Lender, acting reasonably, may deem appropriate. Inspections shall be:
- (a) at such times and to such extent as may be reasonable in the circumstances on prior notice to the Borrower if the

 Lender has reasonable grounds for believing that:
 - there are, contrary to Environmental Laws or Environmental Approvals, Hazardous Substances in or upon the Charged Premises which have not been disclosed to and approved by the Lender and appropriate Government Authorities; or
 - (ii) the Borrower is in breach of any environmental representations in this Charge or its covenants in this

 Article; or
 - (iii) the Borrower is not in compliance with any Environmental Laws or material Environmental Approvals; and
 - (b) at any time without prior notice upon the occurrence of an Event of Default which is continuing.

If the Borrower is found not to be in compliance with the Environmental Laws or Environmental Approvals and such failure to comply becomes an Event of Default that is continuing, the Lender may, at its option (but without any obligation to do so) take such actions as are required, acting reasonably, to bring the Charged Premises into compliance, and the costs thereof shall immediately become due and payable to the Lender by the Borrower and shall be secured by the Security.

- 12.5 The Lender shall not, by virtue of being the chargee under this Charge or the enforcement of its rights contained herein for purposes of the Environmental Laws, be or be deemed to be the owner of, any of the Charged Premises, or to have management, charge, control, occupation or possession of any of the Charged Premises or the businesses of the Borrower, or of any Hazardous Substances located on, upon or within any of the Charged Premises.
- The Borrower hereby covenants and agrees to be responsible for, and to indemnify and hold harmless the Lender and each of its officers, directors, employees, shareholders, all unitholders of any pooled funds under its management and agents and their respective successors and assigns (in this Section, collectively referred to as the "Indemnified Parties") from and against all claims, demands, liabilities, losses, costs, damages and expenses (including, without limitation, reasonable legal fees and all costs incurred in the investigation, pursuing of any claim, or in any proceeding with respect to, defense and settlement of any item or matter hereinafter set out) that the Indemnified Parties may incur or suffer, directly or indirectly as a result of or in connection with:
 - (a) Any inaccuracy in or breach of the Borrower's representations and warranties relating to the environmental matters contained herein;
 - (b) The presence of any Hazardous Substance on, upon or within the Charged Premises, or the escape, seepage, leakage, spillage, discharge, emission, release, disposal or transportation away from the Charged Premises of any Hazardous Substance, whether or not there is compliance with all applicable Environmental

Laws and Environmental Approvals;

- (c) The imposition of any remedial order affecting the Lands, or any non-compliance with Environmental Laws or Environmental Approvals pertaining to the Charged Premises by any person, including the Borrower, the Lender or any person acting on behalf of the Lender; and
- (d) Any diminution in the value or any loss on the disposition of the Charged Premises arising directly or indirectly as a result of the presence on the Lands of any Hazardous Substance, or as a result of the imposition of any remedial order or the breach by any person of any Environmental Law or Environmental Approval.

This indemnity shall survive the satisfaction and release of this Charge and the Security and the payment and satisfaction of all indebtedriess hereunder. The benefit of this indemnity may be assigned by the Lender to any successor or assign of the Lender and the Borrower hereby consents to any such assignment.

ARTICLE 13 - ASSIGNMENT OF RENTS AND LEASES

- 13.1 As further security for the payment of all monies owing and the performance of all obligations to be performed hereunder, the Borrower does, as and by way of security, hereby sell, assign, transfer and set over unto to the Lender all of the Borrower's right, title and interest, both at law and equity, in and to the Lease Rights, to hold and receive the same unto the Borrower with full power and authority to demand, collect, sue for, recover and receive and give receipts for Rents and enforce payments of the same and enforce performance of the obligations of tenants under the Leases, provided, however, that, subject to the terms of this Charge, the Borrower shall have the full right, so long as no Event of Default has occurred and is continuing, to continue to collect Rents, to take or cause to take all actions as it deems necessary with respect to the Lease Rights, acting as a reasonable lessor.
- 13.2 It is expressly acknowledged and agreed by the Borrower that nothing contained in this Charge shall oblige the Lender to assume or perform any obligation of the Borrower to any third party in respect of or arising out of the assigned Lease Rights. The Lender may, however, after the occurrence of an Event of Default and while such Event of Default continues, at its option, assume or perform any such obligation as the Lender considers necessary or desirable to obtain the benefit of the Lease Rights, free of any set-off, reduction or abatement, and any money expended by the Lender in this regard shall form part of or be deemed to form part of the indebtedness secured by this Charge and shall bear interest at the Applicable Rate.

ARTICLE 14 - MANAGEMENT AND REPAIR

- 14.1 The Borrower shall cause the Charged Premises at all times to be professionally maintained, managed and operated and fully and continuously operational during customary business hours, including all uses ancillary or incidental to its operations, at all times, by competent managers and staff of proper background and training, in a first class manner consistent with the management and operation of other properties which are of size, location, use, class, age and type comparable to the Charged Premises, and the Borrower shall obtain the Lender's prior written approval of any manager and any management contract with any manager which may be entered into by the Borrower for the management of the Charged Premises. In addition to any other rights hereunder of the Lender, the Lender shall have the right, acting reasonably, to replace the manager at the expense of the Borrower in the event the management standards are not maintained as required hereunder and the situation is not remedied within thirty (30) days after written notice from the Lender. The Lender acknowledges and approves, as of the date hereof, of the Borrower or a company controlled by the Borrower acting as manager of the Charged Premises provided that the Charged Premises are managed and maintained in accordance with the provisions hereof.
- The Borrower shall promptly repair, maintain, restore, replace, rebuild, keep, make good, finish, add to and put in order, or cause to be so done, the Charged Premises, so that the same shall, at all times, be in good condition and repair and to pay or cause to be paid when due all claims for labour performed and materials furnished therefor. The Borrower shall not commit or suffer any waste of the Charged Premises nor take any action that might invalidate or give cause for cancellation of any insurance maintained in respect of the Charged Premises. No building or other property now or hereafter charged by this Charge shall be removed, or demolished or nor shall the structure of any building be materially altered, redeveloped, retrofitted or renovated, without the prior written consent of the Lender. except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien or charge of this Charge, such fixed equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, and if necessary for the operation of the Charged Premises such equipment shall be replaced with other equipment of a quality comparable to that of the replaced equipment and free from any lien, title retention agreement, conditional sale contract, security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such fixed equipment to the lien or charge of this Charge, or, (b) any net cash proceeds received from such disposition shall, at the option of the Lender, be paid over promptly to the Lender to be applied in a manner determined by Lender in its sole discretion toward the payment of any amounts owing hereunder or secured hereby. The Borrower shall notify the Lender promptly of any material damage to or defects in any of the Improvements, and thereafter forthwith shall make or cause to be made such repairs thereto as are required to correct any such damage or defects and return the Charged Premises to a state of condition and repair equivalent to the state of condition and repair required by the provisions of this Charge.
- 14.3 The Borrower shall comply with, or cause to be complied with, all statutes including without limitation the provisions of the Construction Lien Act (Ontario), ordinances and requirements of any Governmental Authority having jurisdiction with respect to the Charged Premises; the Borrower shall complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Charged Premises.
- 14.4 The Borrower shall permit the Lender or its authorized agents at all reasonable times to enter upon the Charged Premises and inspect same, and if such inspection reveals that any repairs or like actions are necessary, the Lender may give notice to the Borrower requiring the Borrower to repair, rebuild or reinstate the same, or take such other

like action within a reasonable time. Any failure by the Borrower to comply with such notice shall constitute an Event of Default hereunder and the Lender may repair, rebuild or reinstate the Charged Premises at the cost of the Borrower and charge all sums of money determined by the Lender to be properly paid therefor and interest thereon at the Applicable Rate until paid.

ARTICLE 15 - INCREASED COSTS

- 15.1 In the event that as a result of any application of or any change in or enactment of any applicable law, regulation, treaty or official directive after the date hereof (whether or not having the force of law), or in the interpretation of application thereof by any court or by any governmental or other authority or entity charged with the administration thereof which now or hereafter:
 - (a) Subjects the Lender to any tax or changes the basis of taxation, or increases any existing tax, on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Charge (except for taxes on the overall net income of the Lender or capital of the Lender imposed by the Government of Canada or any political subdivision thereof or by the jurisdiction in which the principal or lending office of the Lender is located); or
 - (b) Imposes, modifies or deems applicable any special requirements against assets held by, or deposits in or for the account of or any other acquisition of funds by the Lender or imposes on the Lender a requirement to maintain or allocate capital or additional capital in relation to the Loan; or
 - (c) Imposes on the Lender any other condition with respect to this Charge; or
 - (d) Renders any portion of this Charge illegal or unenforceable;

and the result of any of the foregoing is to increase the cost to the Lender, or reduce the amount of principal, interest or other amount received or receivable by the Lender hereunder or its effective return hereunder in respect of making or maintaining the Loan hereunder or to reduce the payments receivable by the Lender in respect of the Loan by an amount which the Lender deems to be material, the Lender shall promptly give written notice thereof to the Borrower setting out in reasonable detail the facts giving rise to and a summary calculation of such increased costs or reduced payments, and the Borrower shall forthwith pay to the Lender upon receipt of such notice that amount which will compensate the Lender for such additional cost or reduction in income (herein referred to as "Additional Compensation"). Upon the Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, the Lender shall promptly so notify the Borrower. The Borrower shall forthwith pay to the Lender upon receipt of such notice such Additional Compensation calculated on the date of demand. The Lender shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that the Lender has previously been paid any Additional Compensation. The Lender shall endeavour to limit the incidence of any such Additional Compensation, including seeking recovery for the account of the Borrower, by appealing any assessment at the expense of the Borrower upon the Borrower's request.

- 15.2 All payments made by the Borrower to the Lender will be made free and clear of all present and future taxes, withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by Applicable Law and are made, the Borrower shall, as a separate and independent obligation, pay to the Lender all additional amounts as shall fully indemnify the Lender from any such taxes, withholding or deduction. Provided, however, that the Borrower shall have no obligation to pay any withholding or like tax which may be exigible, incurred or required as a result of the Lender being a non-resident of Canada for the purposes of the Income Tax Act (Canada).
- 15.3 If the result of any law, regulation, treaty or official directive or request or any change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) is such that it is or will become (other than as a result of some positive action of the Lender, including any participation or syndication hereof by the Lender) unlawful for the Lender to make, fund or allow to remain outstanding all or part of the Loan, or to carry out all or any of its other obligations under this Charge and/or the Security or receive interest or any fee at the Applicable Rate, then in such case:
 - (a) The Lender may give written notice to the Borrower of such law, regulation, treaty or official directive or request (whether or not having the force of law) or such change in or any introduction thereof or change in the interpretation or application thereof or compliance by the Lender with the same (including, without limitation, those relating to taxation, reserve requirements, capital adequacy or other banking or monetary controls) which such notice shall certify that such law, regulation, treaty, official directive or request is generally applicable to all other borrowers from the Lender with any accommodation similar to that herein provided; and
 - (b) The Borrower shall prepay the Indebtedness on such date and to such extent as the Lender shall certify to be necessary to comply with the relevant law or change described above;

provided, however, that should the Loan become unlawful, the Lender, without prejudice to its rights to require repayment and without any obligation on its part, will consider other means of funding the Loan which would not be unlawful, would allow the Lender to carry out its obligations in respect of the Loan and would enable the Lender to receive interest at the Applicable Rate, provided always, notwithstanding the foregoing, the Lender is not obligated to provide alternate funding.

ARTICLE 16 - OBTAINING AND MAINTAINING SECURITY

16.1 Regardless of whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Borrower or otherwise and in addition to any other amounts provided for herein or otherwise

permitted by Applicable Law to be secured hereby, except as herein otherwise provided, the following are to be secured hereby and shall be a charge on the Charged Premises, together with the interest thereon at the Applicable Rate, and all such monies shall be repayable to the Lender, on demand, except as herein otherwise provided:

- (a) All reasonable and properly chargeable solicitor's, inspector's, valuator's, consultant's, architect's, engineer's, surveyor's and appraiser's fees and out-of-pocket expenses:
 - for drawing and registering this Charge and the Security and financing statements in connection therewith, and attending to advances hereunder;
 - (ii) for examining the Charged Premises and the title thereto up the date hereof;
 - (iii) for making and maintaining this Charge as a registered charge on the Charged Premises and maintaining the Security (including the registration and filing of renewals);
 - (iv) for the preparation of this Charge, the Security and any related documents and in exercising or enforcing or attempting to enforce or advising the Lender in respect of defaults hereunder or in pursuit of any right, power, remedy or purpose hereunder or subsisting at law;
 - reasonable allowance for the time, work and expenses of the Lender or of any agent of the Lender in connection therewith; and
- (b) All reasonable sums which the Lender may from time to time advance, expend, incur or suffer hereunder:
 - for insurance premiums, Bills, Taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Premises;
 - (ii) in maintaining, repairing, restoring or completing construction of the Charged Premise;
 - in inspecting, leasing, managing or improving the Charged Premises as permitted hereunder, including the price or value of any goods of any sort or description supplied to be used on the Charged Premises as permitted hereunder; and
- (c) Without limiting the generality of any of the foregoing, the then current reasonable fee of the Lender and/or its solicitor for the following matters:
 - executing any cessation or discharge of this Charge, notwithstanding that said cessation or discharge may have been prepared by the Borrower;
 - (ii) entering into an agreement to amend the interest rate or any other provision in the Charge;
 - (iii) handling any dishonored cheque;
 - (iv) preparing an amortization schedule showing the principal and interest components of payments due under this Charge;
 - the cost of completing a Phase I & II Environmental Audit and such other environmental audits as the Lender may require in its discretion;
 - such other administrative matters as the Lender may perform with regards to the Charge or with regards to any collateral security, as permitted by the Commitment;
 - (vii) the fee charged by the Lender's insurance consultant to review the Borrower's policy of insurance for the subject lands including business interruption insurance if required by the Lender; and
 - (viii) the execution and delivery of any consents, postponements, acknowledgments or any other documents that may be required from the Lender, whether from the Borrower and/or any governmental authorities and/or public/private utilities.
- 16.2 If any action or proceeding be commenced (except an action to foreclose this Charge or to collect the money that is secured hereby) in which the Lender becomes a party or participant by reason of being the holder of this Charge or the indebtedness secured hereby, all sums paid by the Lender for the expense of so becoming a party or participating (including all reasonable and properly chargeable legal costs) shall, on written notice, be paid by the Borrower, together with interest thereon at the Applicable Rate from the dates of payment of such sums by the Lender, and shall be a lien and charge on the Charged Premises, prior to any right or title to, interest in, or claim upon the Charged Premises subordinate to the lien and charge of this Charge, and shall be deemed to be secured by this Charge, and that in any action or proceeding to foreclose this Charge, or to recover or collect the indebtedness secured hereby, provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

ARTICLE 17 - CONDEMNATION AWARDS

- 17.1 The Borrower shall notify the Lender promptly upon it being aware of any and all awards or payments ("Condemnation Award(s)") including interest thereon, and the right to receive the same (save for any portion of any such Condemnation Award paid for remedial purposes and which is actually used for such purpose) which may be made with respect to the Charged Premises, or any part thereof, as a result of:
 - (a) Any condemnation, eminent domain, compulsory acquisition, expropriation or like procedures

("Condemnation"), partial or complete, including any sidewalk or lane; or

- (b) The imposition, and enforcement, of any restriction, regulation or condition to meet any building or development guideline for development or restriction of or by any municipality or other competent authority; or
- (c) Any other material injury to or decrease in the value of the Charged Premises by any lawful regulation or any governmental authority having jurisdiction;

(any matter referred to in (a), (b) or (c) above being hereinafter called an "Incident of Expropriation") to the extent of all amounts which may be secured by this Charge at the date of receipt of any such Condemnation Award by the Borrower. Notwithstanding the occurrence of any Incident of Expropriation, the Borrower shall continue to pay interest at the Applicable Rate on the Principal Sum. The Borrower does hereby change, assign, set over as transfer to the Lender, as security for the repayment of all Indebtedness.

- 17.2 Any Condemnation Award received by the Lender shall be held by the Lender as part of the security for the Loan subject to application as provided in this Article 17. Pending such application, such amounts received shall be held and invested by the Lender, acting reasonably. If at any time an Event of Default has occurred and is continuing, the Lender may, at its option, apply such amounts in reduction of the amounts owing hereunder.
- 17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, in the event that any Incident of Expropriation shall occur which, in the reasonable opinion of the Lender, would materially and adversely affect the security of the Charge or any other Security after the application of any Condemnation Award pursuant to Section 17.1 hereof, the Lender may, at its option, declare such Incident of Expropriation to be an Event of Default and be entitled to exercise any and all rights and remedies available to it hereunder at law or in equity.

ARTICLE 18 - EVENTS OF DEFAULT

- 18.1 The whole of the Principal Sum together with interest thereon at the Applicable Rate, interest on overdue interest and any amounts payable pursuant to Article 6, and all other amounts secured hereby shall, at the option of the Lender, subject to Section 18.2 hereof, become due and payable and all powers conferred on the Lender herein and hereby shall become exercisable, in like manner to all intents and purposes as if the time herein mentioned for payment of such Principal monies had fully come and expired, if specifically provided for in this Charge, or if any of the following events shall occur (the occurrence of any such event together with the expiry of the applicable cure period, if any, and any other occurrence specifically provided for herein as an Event of Default being collectively referred to as an "Event of Default"):
 - (a) Upon default in payment of any regularly schedule instalment of interest beyond the date such payment is due and payable; or
 - (b) Upon default in payment of the Indebtedness due and owing on the Maturity Date; or
 - (c) Upon default in payment of any Indebtedness (other than an instalment of interest and upon maturity) due hereunder within five (5) Business Days after written notice thereof is provided by the Lender; or
 - (d) Save as otherwise provided for in subparagraphs (a), (b) and (c) hereof or otherwise specifically provided herein, upon any default in the performance of any covenant or obligation of the Borrower hereunder within fifteen (15) days after written notice thereof is provided by the Lender, provided that if such default is curable and the nature of such default is such that the exercise of reasonable diligence of more than fifteen (15) days is required to cure such default, and if such default in the Lender's reasonable discretion does not jeopardize or adversely effect the security interest of the Lender hereunder or adversely affect the Borrower or its ability to perform its obligations hereunder or under the Security or adversely affect the Charged Premises, the Lender will not, for a further sixty (60) days so long as no other Event of Default has occurred, enforce its remedies in respect of such default while and so long as during such time the Borrower is actively continuing to diligently and in good faith cure such default; or
 - (e) If at any time during the Term there is a breach of any representation or warranty contained herein or at any time during the Term if any representation or warranty contained herein is no longer true or accurate or becomes untrue or inaccurate for any reason and provided the same can be rectified, and the same is not rectified within thirty (30) days after written notice thereof is provided by the Lender; or
 - (f) Upon the assignment by the Borrower to any other party of the whole or a part of the rents, income or profits arising from the Charged Premises, without the written consent of the Lender; or
 - (g) The occurrence of an Event of Insolvency; or
 - (h) If without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) the Borrower transfers, sells, conveys, or otherwise disposes of all or any part of the Charged Premises, or any interest therein (other than by way of Leases), whether legal or beneficial or enters into any transaction or series of transactions where all or any part of the Charged Premises becomes the property of another person, whether through reorganization, amalgamation, merger, consolidation or otherwise, or if there is any change in the legal or beneficial interest, in whole or in part, of the Charged Premises; or
 - (i) If, without the prior written consent of the Lender, in its sole and absolute discretion:
 - (i) there is any change in the Borrower's corporate control or change in the Borrower's effective control

existing as of the date of this Charge; or

- (ii) the Borrower creates, permits or suffers to exist any mortgage, pledge, charge, loan, assignment, hypothecation, security interest or other encumbrance attaching the Charged Premises other than this Charge, the Security and the Permitted Encumbrances; or
- (j) Upon default by or non-compliance of the Borrower or any Guarantor(s), or any others bound by or acknowledging to be bound by the terms of this Charge, with respect to any of the provisions of the Security or the Permitted Encumbrances; or
- (k) If the Charged Premises are abandoned; or
- (I) Failure by the Borrower to fulfil, complete or comply with any undertakings delivered by the Borrower to Lender in connection with the Loan in accordance with the terms of such undertakings; or
- (m) Upon any breach, default, non-observance occurring or being alleged, charged or claimed against the Borrower as lessor under any lease or as sublessor under any sublease of the Charged Premises and the Borrower is not diligently proceeding to rectify any such breach, default, non-observance or nonperformance or defend any allegations, charges or claims of the same; or
- (n) If this Charge, or any of the Security, shall fail to constitute a legal, valid, binding and enforceable first charge, first assignment or first security interest, each enforceable in accordance with its terms, subject only to Permitted Encumbrances; or
- (o) If in the reasonable opinion of the Lender there occurs an event which has a material adverse effect on the financial condition or operation of the Borrower, the Charged Premises, this Charge, the Security or the ability of the Borrower to pay the Indebtedness or to perform its obligations hereunder or under the Security and which cannot be rectified by the Borrower within a reasonable period of time.
- 18.2 Save as otherwise specifically provided, an Event of Default hereunder or under any Security shall not have occurred or be deemed to have occurred until the expiration of any applicable notice period, if any, called for in this Charge or in such Security within which the Borrower may remedy such default. In any event, if in the opinion of the Lender, an event has occurred which with the passing of time, the giving of notice or otherwise would constitute an Event of Default and as a result of which the Charged Premises or the property assets and undertaking subject to the Security is materially at risk, the Lender may take such action or exercise such remedies as may be appropriate without notice to the Borrower or the expiry of any cure period.

ARTICLE 19 - REMEDIES

- 19.1 If an Event of Default has occurred hereunder and is continuing (or if the Lender exercises its rights pursuant to Section 18.2 hereof before the occurrence of an Event of Default), then at any time thereafter, but subject always to the waiver thereof by the Lender, the Lender may:
 - (a) Declare the Indebtedness to be immediately due and payable and proceed to exercise any and all rights hereunder or under the Security or any other rights available to it under any other document or instrument or at law or in equity including without limitation, the drawdown of any letter of credit held by the Lender.
 - (b) Commence legal action to enforce payment of the Indebtedness or performance of the obligations by the Borrower to the Lender;
 - (c) At the expense of the Borrower, when and to such extent as the Lender deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein or in the Security, and the reasonable cost thereof with interest thereon at the Applicable Rate until paid, shall immediately become due from the Borrower to the Lender after demand by the Lender upon the Borrower therefor;
 - (d) Pay or discharge any mortgage, encumbrance, lien, adverse claim or charge that may exist or be threatened against the Charged Premises; in any such case, the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;
- (e) Send or employ any inspector or agent to inspect and report upon the value, state and condition of the Charged

 Premises and may employ a lawyer to examine and report upon the title to the same;
 - (f) Immediately take possession of all of the Charged Premises or any part or parts thereof by action or otherwise, with power, among other things, to exclude the Borrower, to enforce the Borrower's rights, to preserve and maintain the Charged Premises, to repair, alter or extend the Charged Premises, to lease the Charged Premises, to complete construction and development of the Charged Premises, to operate and manage the Charged Premises and to collect or receive rents, income and profits of all kinds (including taking proceedings in the name of the Borrower for that purpose) and pay therefrom all reasonable expenses and charges of maintaining, preserving, protecting and operating the Charged Premises (payment of which may be necessary to preserve or protect the Charged Premises), and to enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof, and all sums advanced or expended shall be added to the Principal outstanding and shall bear interest at the Applicable Rate;

On default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice, self (g) and dispose in the Charged Premises with or without entening into possession of the same and with notice to such persons and in such manner and form and within such terms as provided under Part III of the Mortgages Act (Ontario), as amended; and all remedies available may be resorted to and all rights, powers and privileges granted or conferred upon the Lender under and by virtue of any statute or by this Charge may be exercised and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made in the Charged Premises; and the Lender may sell, transfer and convey any part of the Charged Premises on such terms, including on credit for all or part of the consideration, (provided the Borrower shall not be accountable for any default in respect of the credit). secured by contract or agreement for sale, or charge, or otherwise, as shall appear to the Lender most advantageous and for such prices as can reasonably be obtained therefor in the circumstances; and in the event of sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer, charge, or otherwise, the Lender is not to be accountable for or charged with any monies until the same shall be actually received in cash or received by a take-back charge; and sales may be made from time to time of parts of the Charged Premises to satisfy interest and leaving the Principal or part thereof to run with interest at the Applicable Rate; and the Lender may make any stipulations as to title or evidences or commencement of title or otherwise as the Lender shall deem proper and may buy or rescind or vary any contract for sale; and on any sale or resale, the Lender shall not be answerable for loss occasioned thereby; and for any of such purposes the Lender may make and execute all arrangements and assurances that the Lender shall deem advisable or necessary;

(h) With respect to the Leases:

- (i) to demand, collect and receive the Rents or any part thereof and to give acquittances therefor, and to take from time to time, in the name of the Borrower, any proceeding which may be, in the opinion of the Lender or its counsel, expedient for the purpose of collecting the Rents or for securing the payment thereof or for enforcing any of the Borrower's rights under the Leases;
- (ii) to compound, compromise or submit to arbitration any dispute which has arisen or may arise in respect to any amount of Rent and any settlement arrived at shall be binding upon the Borrower;
- to enter upon the Lands by its officers, agents or employees for the purpose of collecting the Rents;
 to receive, enjoy or otherwise avail itself of the Lease Rights; and
- (v) on behalf of the Borrower to alter, modify, amend or change the terms of Leases; to terminate Leases, to enter into new Leases; to give consents, concessions or waivers of any rights or provisions of Leases; to accept surrenders of Leases; to give consents to assignment of or subletting under Leases:
- (i) With or without taking possession of all or any part of the Charged Premises, sell, lease or otherwise dispose of the whole or any part of the Charged Premises, as agent for the Borrower and not the Lender, and in exercising the foregoing power, the Lender may, in its absolute discretion:
 - (i) sell, lease or otherwise dispose of the whole or any part of the Charged Premises by public auction, public tender with notice, or by private contract (in the name of or on behalf of the Borrower) or otherwise, with such notice, advertisement or other formality as is required by law:
 - (ii) make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Charged Premises and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Charged Premises by, from, through or under the Borrower making any claim against the purchaser of the Charged Premises;
 - (iii) grant, rescind, vary or complete any contract for sale, lease or options to purchase or lease, or rights of first refusal to purchase or lease the whole or any part of the Charged Premises, for cash or for credit, with or without security being given therefor, and on terms as shall appear to be most advantageous to the Lender (including a term that a commission be payable to the Lender or a related corporation in respect thereof) and if a sale is on credit, the Lender shall not be accountable for any moneys until actually received;
 - (iv) make any stipulation as to title or conveyance or commencement of title;
 - re-sell or re-lease the Charged Premises or any part thereof without being answerable for any loss occasioned thereby; and
 - (vi) make any arrangements or compromises which the Lender shall think expedient in the interest of the Lender and to assent to any modification of this Charge, and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Lender on such terms as the Lender considers expedient, either with or without payment of money for equality or exchange or otherwise;
- (j) Take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Premises;
 - (k) To borrow or raise money on the security of the Charged Premises or any part thereof in priority to this Charge or otherwise, for the purpose of the maintenance, preservation or protection of the Charged Premises or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Page 17 of 23

Charged Premises;

- (!) Take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Charge includes a manager and a receiver and manager, and hereafter, the "Receiver") of all or any part of the Charged Premises;
- (m) By instrument in writing appoint, with or without taking possession, any person to be a Receiver of the Charged Premises or of any part thereof and may remove any Receiver so appointed and appoint another in his stead, with all fees and costs related thereto being the Borrower's obligations; and the following shall apply in respect of any such Receiver so appointed:
 - the Lender may from time to time fix the remuneration of the Receiver who shall be entitled to deduct that same out of the revenue from the Charged Premises or the proceeds thereof;
 - (ii) the Receiver shall, to the fullest extent permitted by law, be deemed the agent or attorney of the Borrower for all purposes and the Lender shall not be in any way responsible for any actions other than as caused by gross negligence, willful misconduct or fraud, of any Receiver, and the Borrower hereby agrees to indemnify and save harmless the Lender from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Lender may hereafter suffer, incur or be required to pay as a result, in whole of in part, of any action taken by the Receiver or any failure of the Receiver to do any act or thing other than as are caused by gross negligence, willful misconduct or fraud;
 - (iii) the appointment of the Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of the Receiver or the termination of any such Receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Lands or any part thereof:
 - (iv) the Receiver may exercise or pursue any other remedy or proceeding which the Lender is entitled as the holder of the Charge authorized or permitted hereby or by law or in equity in order to enforce the security constituted by this Charge;
 - (v) and for the purposes above, the Borrower hereby irrevocably empowers the Receiver so appointed as its attorney to execute deeds, transfers, leases, contracts, agreements or other documents on its behalf and in its place (and the same shall bind the Borrower and have the same effect as if such deeds were executed by the Borrower) and to affix the Borrower's seal, if necessary, or a duplicate thereof to any of the same. On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds as part of the Secured Property; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt; and
 - (vi) save as to claims for accounting under paragraph (o) below, the Borrower hereby releases and discharges the Lender and the Receiver from every claim of every nature, whether resulting in damages or not, which may arise or be caused to the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the Receiver under the provisions of this paragraph unless such claim be the direct result of dishonesty or gross neglect;
- (n) The Lender may at any time and from time to time terminate any receivership by notice in writing to the Borrower and to the Receiver;
- (o) The Receiver shall account for all monies received in respect of the Charged Premises or any part thereof, and shall pay, out of such monies received, subject to the further direction of the Lender in its discretion, the following in the order specified:
 - (i) the Receiver's remuneration;
 - (ii) all payments reasonably made or incurred by the Receiver in connection with its receivership;
 - (iii) all payments of interest, Principal and other money which may, from time to time, be or become charged upon the Charged Premises in priority to this Charge, and all Bills, Taxes, insurance premiums and every other proper expenditure reasonably made or incurred by the Receiver in respect to the Charged Premises or any part thereof; and
- (iv) all payments to the Lender of all interest due or falling due hereunder and the balance to be applied upon

 Principal due and payable and secured hereby;

and thereafter any surplus remaining in the hands of the Receiver after payments made as aforesaid shall be accountable to the Borrower or other persons entitled thereto; and

(p) On its own account or through a Receiver and whether alone or in conjunction with the exercise of all or any

other remedies contemplated hereby, shall have the right, at any time, to notify and direct any account debtor to make all payments whatsoever to the Lender and the Lender shall have the right, at any time, to hold all amounts received from any account debtor and any proceeds thereof as security for the Indebtedness; any payments received by the Borrower from and after the security hereby constituted becomes enforceable, shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender, be turned over to the Lender not later than the next Business Day following the day of their receipt.

ARTICLE 20 - DEFAULT UNDER SECURITY, PARAMOUNTCY DISCHARGE AND RENEWAL

- 20.1 Payments of principal and interest made under and pursuant to the terms of the Security shall constitute payment hereunder and vice versa and default in the payment of principal and interest under the Security shall constitute default hereunder and vice versa. Default in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained in the Security shall entitle the Lender to exercise all or any of the rights or remedies provided herein and the occurrence of and Event of Default hereunder or in compliance with any of the conditions, covenants, undertakings, provisions and stipulations contained herein shall entitle the Lender to exercise all or any of the rights or remedies provided in the Security. The occurrence of an Event of Default hereunder shall constitute an Event of Default under the Security and vice versa.
- 20.2 The cancellation of or any other dealing with any Security (other than foreclosure thereof) shall not release or affect this Charge, and the taking of this Charge, or the cancellation of or any other dealing with, or proceeding under (other than foreclosure hereunder), this Charge, shall not release or affect any Security:
 - (a) The Lender may at any time and from time to time release any part or parts of the Charged Premises or any other Security or any surety for payment of all or any part of the monies hereby secured or may release the Borrower or any other person from any covenant or other liability to pay the Principal Sum and interest and all other monies secured hereby, or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Lender, and without thereby releasing any other part of the Charged Premises, or any other Security or covenants herein contained, it being especially agreed that notwithstanding any such release, the Charged Premises, the Security and the covenants remaining unreleased shall stand charged with the whole of the monies hereby secured;
 - (b) In the event that the monies advanced hereunder are applied to payment of any charge or encumbrance, the Lender shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party or parties so paid whether such charge or encumbrance has or has not been discharged; and the decision of the Lender as to the validity or amount of any advance or disbursement made under this Charge or of any claims so paid, shall be final and binding on the Borrower; and
- (c) The Lender shall not be charged with any monies receivable or collectible out of the Charged Premises or otherwise, except those actually received by or on behalf of the Lender and all revenue of the Charged Premises received or collected by the Lender from any source other than payment by the Borrower may, at the option of the Lender, be retained in a separate account to be used in, maintaining, insuring or improving the Charged Premises to the extent required for such purpose, in the opinion of the Lender, acting reasonably, or in payment of Taxes or other liens, charges or encumbrances against the Charged Premises, or applied in reduction of the amounts owing hereunder.
- 20.3 Subject to Section 6.1 hereof, upon payment of all amounts secured by this Charge, the Borrower shall be entitled to receive and the Lender shall provide a discharge of this Charge and the Security within a reasonable period of time after the request therefor. The Lender shall have a reasonable time after such payment within which to prepare and execute such discharge and all reasonable legal and other expenses for the preparation, execution and registration of such discharge and/or documents, as the case may be, shall be borne by the Borrower.
- 20.4 All payments made pursuant to Section 20.3 shall be made to and received by the Lender prior to 1:00 p.m. on the date due or

the next succeeding Business Day in the event the date due is not a Business Day; provided such extension of time shall be included for the purposes of computation of interest.

ARTICLE 21 - NO MERGER OR WAIVER OF LENDER'S RIGHTS

- 21.1 It is further understood and agreed that this Charge and the Security shall stand as a continuing security for repayment of the Loan, including, all advances made thereunder together with all interest, damages, costs, charges and expenses which may become due and payable to the Lender in respect of or in connection with the Loan or any portion thereof, notwithstanding any fluctuation or change in the amount, nature or form of the Loan or in the obligations now or hereafter representing the Loan or any portion thereof or in the names of the obligors or any of them.
- 21.2 The rights of the Lender arising under this Charge shall be separate, distinct and cumulative and, except as expressly provided herein, none of them shall be in exclusion of the other and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
- 21.3 The giving and taking of this Charge shall in no way merge, waive, prejudice, suspend or affect any of the rights or remedies of the Lender under any Security which may be given or which may have been or may hereafter be given in respect of the Principal Sum hereof, interest and other monies secured by this Charge, or any part thereof, or under the Security and all rights and remedies which the Lender now has or may hereafter have against any one or more persons, are hereby preserved.
- 21.4 The taking of a judgment or judgments under any of the covenants or obligations herein or under any Security shall

not operate as a merger of the covenants of the Borrower or affect the Lender's right to interest at the Applicable Rate on any monies due or owing to the Lender during the continuance of this Charge, under any of the covenants herein contained or on any judgment to be recovered thereon.

- 21.5 The covenant of the Borrower to pay interest shall not merge in any judgment in respect of any covenant or obligation of the Borrower under this Charge or any Security and such judgment shall bear interest at the Applicable Rate until such judgment and all interest thereon have been paid in full.
- 21.6 Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the rights resulting therefrom.
- 21.7 No extension of time given by the Lender to the Borrower or anyone claiming under the Borrower, shall in any way affect or prejudice the rights of the Lender against the Borrower or any person liable for payment of the monies hereby secured.

ARTICLE 22 - FINANCIAL DATA

- 22.1 The Borrower shall provide or cause to be provided promptly to the Lender full and complete information about the financial condition and operations of the Charged Premises, including a comprehensive rent roll of all space in the Charged Premises, about the financial condition of the Borrower and any Guarantor(s) and such other information which the Lender may reasonably require from time to time, and the Lender shall have the right to examine the books and records of the Borrower relating to the Charged Premises at reasonable times and upon reasonable prior notice.
- 22.2 Without limiting the foregoing, the Borrower covenants and agrees to provide or cause to be provided to the Lender audited financial statements together with operating statements pertaining to the Charged Premises and such other financial information the Lender may reasonably require, (a) in the case of audited financial statements, within ninety (90) days of the end of each fiscal year of the Borrower (or such other time as may reasonably be required by the Lender), and (b) with respect to operating statements for the Charged Premises, within thirty (30) days of the end of each quarter of each calendar year. The audited financial statements are to be prepared by a nationally recognized firm of chartered accountants and shall include a balance sheet, and a detailed statement of income and expenditures and supporting notes and schedules. The operating statements shall contain a certificate by a senior officer of the Borrower as to the contents and preparation thereof, and shall include detailed statements of income, expenditures results of operation and such other matters relating to the operation of the Charged Premises as the Lender may reasonably require. In the event applicable, the Borrower shall provide the Lender with copies of all proxy statements, reports and information circulars that the Borrower makes available to its shareholders and copies of all regular and periodic reports which the Borrower may file with any securities commission or any other Governmental Authority.
- 22.3 The Borrower shall provide or cause to be provided to the Lender, or as the Lender may direct, a comprehensive list of all current tenants and rentals of space in the Charged Premises during the Term, which list shall disclose, without limitation, the name of each tenant, the duration of its term, renewal options, if any, and the term thereof, the rental being paid, the last date on which rental was paid and whether such tenancy is in good standing. Such list shall contain an endorsement by an officer of the Borrower as to being complete and accurate.
- 22.4 All statements, reports and other documents required to be provided hereunder shall be prepared in a manner acceptable to the Lender, in its reasonable discretion.

ARTICLE 23 - NOTICE

- 23.1 Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party hereunder shall be in writing and shall be personally delivered or given by transmittal by telecopy or facsimile transmission addressed to the respective parties at its address or telecopy or facsimile number set forth below or to such other address or telecopy or facsimile number as such party may designate by notice in writing to the other party hereto:
- (a) If to the Borrower, at the address for service set out in the electronic Charge to which this schedule is attached; and
- (b) If to the Lender, at the address for service set out in the electronic Charge to which this schedule is attached.

Any demand, notice or communication made by or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and, if made or given by telecopy or by facsimile, on the first day other than a Saturday, Sunday or a statutory holiday in Ontario, on which Schedule I banks are open for commercial business in Toronto, Ontario, following the transmittal thereof.

ARTICLE 24 - GENERAL

- 24.1 If any provision of this Charge or the application thereof to any circumstances shall be held to be invalid or unenforceable, it shall be deemed severed herefrom and the remaining provisions of this Charge, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid and enforceable to the full extent permitted by law. In particular, and without limiting the generality of the foregoing, to the extent any and all amounts due pursuant to Article 6 hereof may be deemed to be in excess of what is permissible by law, any such excess shall be deemed not to be due under this Charge.
- 24.2 Wherever used in this Charge, unless the context clearly indicates a contrary intent as unless or otherwise

- specifically provided herein, the word "Borrower" shall mean "Borrower and/or subsequent owner or owners of the Charged Premises", the word "Lender" shall mean "Lender or any subsequent holder or holders of this Charge".
- 24.3 The descriptive headings of the several subparagraphs or paragraphs or sections or articles of this Charge are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- Wherever the singular number or masculine gender is used in this Charge, the same shall be construed as including the plural and feminine or a body corporate, respectively, and vice versa, where the fact or context so requires; and the successors and assigns of any party executing this Charge are bound by the covenants, agreements stipulations and provisos herein contained. The covenants, agreements stipulations and provisos herein stated shall, except as otherwise limited hereby, be in addition to those granted or implied by statutory law.
- 24.5 This Charge shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the Borrower hereby irrevocably attorns to the non-exclusive jurisdiction of the courts sitting at Toronto, Ontario.
- 24.6 The Borrower shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as the Lender may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Charge and the priority accorded to them by law or under this Charge.
- 24.7 If any of the forms of words contained herein are also contained in Column 1 of Schedule "B" of the Short Forms of Mortgages Act (Ontario) and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column 2 of Schedule "B" of the said Act distinguished by the same number, and this Charge shall be interpreted as if the Short Forms of Mortgages Act (Ontario) were still in full force and effect. The implied covenants deemed to be included in a charge under Subsection 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded from the terms of this Charge.
- 24.8 This Charge shall, whether or not it secures a current or running account, be a general and continuing security to the Lender for payment of the indebtedness in an amount not exceeding the amount secured by this Charge and performance of the Borrower's other obligations under the Charge notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness or in the accounts relating thereto or in the bills of exchange, promissory notes and/or other obligations now or later held by the Lender representing all or any part of the indebtedness outstanding at any particular time; and the Charge will not be deemed to have been redeemed or become void as a result of any such event or circumstance.
- 24.9 This Charge is given as collateral security to the Commitment.
- 24.10 In the event of conflict between the Commitment and the terms of this Charge, the provisions of the Commitment shall prevail; provided that any provision herein contained that is not contained in the Commitment and vice versa shall not in and of itself be considered to be inconsistent or in conflict.

ARTICLE 25 - CONDOMINIUM PROVISIONS

- 25.1 The Borrower covenants and agrees that in the event that the security for the within Charge shall be or shall become a condominium unit(s) the following provisions shall apply.
 - (i) the Borrower does hereby assign to the Lender all of its rights to vote or consent in the affairs of the Condominium Corporation having junsdiction over the subject lands and the Lender, may at its option, exercise the right of an owner of a condominium unit to vote or consent in the affairs of the Condominium Corporation in the place and stead of such owner, without in any way consulting the owner as to the manner in which the vote shall be exercised or not exercised, and without incurring any liability to the owner or anyone else because of the manner in which such vote or right to consent in the affairs of the Condominium Corporation was exercised.
 - (ii) the Borrower shall pay promptly, when due, any common expenses, assessments, instalments or payments due to the Condominium Corporation.
 - (iii) the Borrower shall observe and perform the covenants and provisions required to be observed and performed under or pursuant to the provisions of the *Condominium Act* (Ontario), all amendments thereto, and any legislation passed in substitution thereof, and the declaration and by-laws of the Condominium Corporation and any amendments thereto.
 - (iv) Where the Borrower defaults in the Borrower's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment of payment due to the Condominium Corporation, upon breach of any of the foregoing covenants or provisions in this paragraph contained, regardless of any other action or proceeding taken, or to be taken by the Condominium Corporation, the Lender, at its option and without notice to the Borrower, may deem such default to be a default under the terms of this Charge and proceed to exercise its rights therein and the Lender shall be entitled at its option to pay all common expense amounts as they come due and these amounts so paid together with legal fees shall form part of the Indebtedness.

ARTICLE 26 - CONSTRUCTION LOAN PROVISIONS

In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Charged Premises, the parties hereto covenant and agree that the following conditions shall apply:

- 26.1 All construction on the Charged Premises shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed, which contractors must be prior approved by the Lender in writing, such approval not to be unreasonably withheld.
- 26. 2 The construction of the building and structures located on the Charged Premises have been commenced and shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Lender and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- 26.3 Provided that should construction of the project on the Charged Premises cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Borrower excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Lender, this Charge shall immediately become due and payable. In the event that construction does cease, then the Lender shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Lender and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Lender. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Lender shall have the same rights and remedies to collection of principal and interest hereunder or at law.
- 26.4 At all times there shall be sufficient funds unadvanced under this Charge and retained by the Lender to complete the construction and/or renovation of the project on the Charged Premises and as may be necessary to retain the Lender's priority with respect to any deficiency in the holdbacks required to be retained by the Borrower under the Construction Lien Act (Ontario).
- 26.5 This Charge will be advanced in stages as construction upon the Charged Premises proceeds or as the conditions as enumerated by the Commitment are complied with.
- All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Lender with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Borrower regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Charged Premises. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- 26.7 The Borrower shall pay to the Lender on each occasion when an inspection of the Charged Premises is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Lender may charge from time to time for each such inspection and the Lender's solicitors shall be paid their reasonable fees and disbursements for each sub-search and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Lender shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- 26.8 The Borrower agrees to indemnify and hold the Lender harmless from any and all claims, demands, sums of money, debts, covenants, bonds, accounts, actions, causes of action, rights, obligations and liability of every kind whatsoever which arise out of claims against the property under the Construction Lien Act (Ontario) and that any liens for work and/or supplies that are registered against the Borrower's interest in the property will be promptly discharged within seven (7) days from the date of registration of the lien. The Lender may, but is not required to, deal with the lien claimant and pay the lien claim into court pursuant to the provision of the Construction Lien Act (Ontario) for the purpose of vacating the lien from title to the property. The Borrower agrees to be liable for all costs, claims, amounts and fees including, without limitation, all legal fees (on a solicitor and his client basis) incurred by the Lender arising from or in connection with the Borrower or the Lender obtaining and registering either a release of the lien or an order vacating the lien.

ARTICLE 27 - ASSIGNMENT AND SALE

- 27.1 The Loan and all other amounts secured hereby, this Charge, the Security and all documents ancillary or collateral thereto may, in the Lender's sole discretion and without the consent of the Borrower, in whole or in part, be participated, sold, securitized, syndicated or assigned by the Lender from time to time to one or more Persons.
- 27.2 The Lender may disclose to participants, transferees or assignees or to potential participants, transferees or assignees or others in connection with any sale, assignment, participation, securitization, transfer or syndication, such information concerning the Borrower or the Charged Premises as the Lender may consider to be appropriate in connection therewith.
- 27.3 No grant, assignment or transfer pursuant to this Article 27 shall constitute a repayment by the Borrower to the Lender of the Loan or any other amounts owing hereunder and included in such assignment or transfer and the Borrower acknowledges that all obligations under this Charge and the Security with respect to such assignment or transfer will continue and not constitute new obligations.

The second		
•		
Dated this	day of	, 2021.
		GO-TO SPADINA ADELAIDE SQUARE INC.,
		as General Partner of and on behalf of
	~~	GO-TO SPADINA ADELAIDE SQUARE LIMITED PARTNERSHIP
		:
		Per:
*		Oscar Furtado
		Title: President I have authority to bind the Corporation.

LRO # 80 Charge By Partnership

Registered as AT5782428 on 2021 06 29 at 16:18

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

yyyy mm dd Page 1 of 2

Properties

PIN 21412 - 0150 LT Interest/Estate Fee Simple

Description LT 3-4, 25 PL D160 TORONTO; PT LT 5, 24, 26 PL D160 TORONTO AS IN CT70633, PT

1 64R16307, CT70642; CITY OF TORONTO

Address 355 ADELAIDE ST W

TORONTO

PIN 21412 - 0151 LT Interest/Estate Fee Simple

Description LT 1-2 PL D160 TORONTO; CITY OF TORONTO

Address 46 CHARLOTTE ST

TORONTO

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 GO-TO SPADINA ADELAIDE SQUARE INC.

Address for Service 1267 Cornwall Rd #301

Oakville, ON L6J 7T5

I, Oscar Furtado, ASO, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO SPADINA ADELAIDE SQUARE LP

Address for Service 1267 Cornwall Rd #301

Oakville, ON L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name ADELAIDE SQUARE DEVELOPMENTS INC.

Address for Service 222-154 Queen St. S. Mississauga, ON

L5M 2P4

Provisions

Principal \$19,800,000.00 Currency CDN

Calculation Period

Balance Due Date ON DEMAND

Interest Rate Payments

Interest Adjustment Date 2019 04 04

Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms

Insurance Amount Full insurable value

Guarantor

Additional Provisions

This charge is registered pursuant to a demand loan agreement between the Charge and the Chargee dated April 4, 2019.

Signed By

Shida Azari 150 Ferrand Drive #800 acting for Signed 2021 06 29
Toronto Chargor(s)
M3C 3E5

Tel 416-496-3340

LRO # 80 Charge By Partnership

Registered as AT5782428 on 2021 06 29 at 16:18

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

yyyy mm dd Page 2 of 2

2021 06 29

Signed By

Fax 416-497-3809

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

Submitted By

WILLIAM FRIEDMAN BARRISTER & SOLICITOR

150 Ferrand Drive #800

Toronto

M3C 3E5

Tel 416-496-3340 Fax 416-497-3809

Fees/Taxes/Payme	nt
------------------	----

Statutory Registration Fee \$65.30 Total Paid \$65.30 This is Exhibit "109" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #62

17376-0025 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:40:16

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 24, CON 8 SALTFLEET , PART 1 , 62R2499 , EXCEPT PT 1, 62R7604 ; STONEY CREEK CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE FIRST CONVERSION FROM BOOK

1996/12/23

PIN CREATION DATE:

FEE SIMPLE LT CONVERSION QUALIFIED

OWNERS' NAMES

CAPACITY SHARE

GO-TO STONEY CREEK ELFRIDA INC.

ROWN FIRM

GO-TO STONEY CREEK ELFRIDA LP

DEC MIN	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REG. NUM.					PARTIES TO	CHKD
EFFECTIV	E 2000/07/29 !	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	ON DATE" OF 1996/12/23 ON THIS PIN		
WAS REPL	ACED WITH THE	"PIN CREATION DATE"	OF 1996/12/23			
** PRINTOU	I INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 1996/12/20 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE I	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	ES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS O	F ANY PERSON WHO WOUL	.D. BUT FOR THE LAND	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**			·	ON, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.	71.0111 01 715/21.05 100.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	NY INDEBUGINITION ON DOORDINGED BEILDED DE		
**			. 70/01 05 577 557	777V 777 77777		
		WHICH THE SUBSECTION		STRY ACT APPLIES.		
**DATE OF	CONVERSION TO	LAND TITLES: 1996/12	?/23 **			
BL1738	1956/01/25	BYLAW) (AS TO PIN 17333-0	663) • DF• GHRDIVIG	ION CONTROL		С
N.E.	MARKS. (13111) (AS 10 FIN 17555-0	0037 , RE. 30BD1V13	ION CONTROL		
62R1779	1974/06/20	PLAN REFERENCE				С
62R2499	1975/07/29	PLAN REFERENCE				С
CD333371	1985/11/13	TRANSFER		*** COMPLETELY DELETED ***		
					BUKOVSKY, VLASTA	
					HRASE, AGNES	
WE76861	2002/01/29	APL OF SURV-LAND		*** COMPLETELY DELETED ***		
				HRASE, AGNES	BUKOVSKY, VLASTA	
WE408411	2006/07/27	TRANSFER		*** COMPLETELY DELETED ***		



LAND REGISTRY OFFICE #62

17376-0025 (LT)

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:40:16

* 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/ CHKD
				BUKOVSKY, VLASTA	2106622 ONTARIO LTD	
WE1244642	2017/10/20	TRANSFER	\$6,618,150	2106622 ONTARIO LTD	GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK EFRIDA LP.	С
1		NG ACT STATEMENTS.				
COL	RRECTIONS: PA	RTY TO NAME:GO-TO SI	ONEY CREEK EFRIDA I	P. ADDED ON 2017/11/17 AT 10:25 BY POWER, KRYSTAL.		
WE1244643	2017/10/20	CHARGE		*** COMPLETELY DELETED *** GO - TO STONEY CREEK ELFRIDA INC.	2106622 ONTARIO LTD.	
WE1270571	2018/02/27	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP.	IMPERIO SA HOLDINGS INC. BONDI, ANTHONY	
WE1320390	2018/11/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** IMPERIO SA HOLDINGS INC. BONDI, ANTHONY		
REI	ARKS: WE1270	571.				
WE1347680	2019/04/05	CHARGE PARTNERSHIP	\$7,150,000	GO-TO STONEY CREEK ELFRIDA INC.	FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	С
				GO-TO STONEY CREEK ELFRIDA LP.	OLIVADAL BAOT	
WE1358198	2019/06/03	NOTICE		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFREDA INC.	2106622 ONTARIO LTD.	
REI	MARKS: AMENDI	NG WE1244643				
WE1395975	2019/11/21	APL CH NAME OWNER		GO-TO STONEY CREEK ELFRIDA LP.	GO-TO STONEY CREEK ELFRIDA LP	С
WE1395980	2019/11/21	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	EMPIRICAL CAPITAL CORP.	
WE1395981	2019/11/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	EMPIRICAL CAPITAL CORP.	
REI	ARKS: WE1395	980.				
WE1395983	2019/11/21	POSTPONEMENT		*** COMPLETELY DELETED *** 2106622 ONTARIO LTD.	EMPIRICAL CAPITAL CORP.	
REI	MARKS: WE 124	4643 TO WE1395975				



REGISTRY
OFFICE #62

17376-0025 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:40:16

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

				TIFFED IN ACCORDANCE WITH THE LAND TITLES ACT . SUBJECT TO RES		
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WE1395984	2019/11/21	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	EMPIRICAL CAPITAL CORP.	С
REI	MARKS: WE1347	680 TO WE1395975				
WE1396018	2019/11/21	NOTICE		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC.	2106622 ONTARIO LTD.	
WE1430084	2020/05/11	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***	ELOUVE GALLACE ELS.	
WELTTOOOT	2020/03/11	CHINGE THANKS		GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	LESDOW, PETER	
WE1474842	2020/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** LESDOW, PETER		
REI	MARKS: WE1430	084.				
WE1478209	2020/12/18	CHARGE PARTNERSHIP	\$10,650,000	GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	PODESTA GROUP INC. L M I MANAGEMENT INC.	С
WE1478222	2020/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** EMPIRICAL CAPITAL CORP.		
REI	ARKS: WE1395	980.		INITIATING CALIFIE CONT.		
WE1478243	2020/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2106622 ONTARIO LTD.		
REI	MARKS: WE1244	643.		2100022 UNIARIO LID.		
WE1478244	2020/12/18	CHARGE PARTNERSHIP	\$1,689,274	GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	2106622 ONTARIO LTD. BUKOVSKY, VLASTA	С
WE1478264	2020/12/18	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	PODESTA GROUP INC.	С
				CANADA INC.	L M I MANAGEMENT INC.	
REI	MARKS: WE1347	680 TO WE1478209				
WE1478265	2020/12/18	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUKOVSKY, VLASTA	С
		600 TO 1771 47004 :			2106622 ONTARIO LTD.	
REI	MARKS: WE1347	680 TO WE1478244				
WE1559612	2021/11/09	DISCH OF CHARGE		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS		



LAND REGISTRY OFFICE #62

17376-0025 (LT)

PAGE 4 OF 4

PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:40:16

* 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/ CHKD
REI	MARKS: WE1347	680.		COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.		



REGISTRY OFFICE #62

17376-0111 (LT)

PAGE 1 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:47:21

PIN CREATION DATE:

1996/12/23

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

PROPERTY DESCRIPTION:

PT LT 24, CON 8 SALTFLEET , PART 1, 2 α 3 , 62R1954 ; S/T SA39491,SA39514 STONEY CREEK CITY OF HAMILTON

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY:

FEE SIMPLE FIRST CONVERSION FROM BOOK
LT CONVERSION QUALIFIED

OWNERS' NAMES

CAPACITY SHARE

GO-TO STONEY CREEK ELFRIDA INC.

ROWN FIRM

GO-TO STONEY CREEK ELFRIDA LP

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIV	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATION	ON DATE" OF 1996/12/23 ON THIS PIN		
WAS REPL	ACED WITH THE	"PIN CREATION DATE"	OF 1996/12/23			
** PRINTOU	INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 1996/12/20 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TIT.	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO TH	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOU.	D, BUT FOR THE LAN	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LI	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF	ONVERSION TO	LAND TITLES: 1996/1.	2/23 **			
SA39491	1947/08/26	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	С
SA39514	1947/09/03	TRANSFER EASEMENT			THE BELL TELEPHONE COMPANY OF CANADA	С
BL1738	1956/01/25	BYLAW				l c
RE	MARKS: (1STLY) (As TO PIN 17333-0	663) ; RE: SUBDIVIS	ION CONTROL		
62R1954	1974/09/17	PLAN REFERENCE				С
AB388932	1975/09/11	TRANSFER		*** COMPLETELY DELETED ***		
					HRASE, FRANK HRASE, AGNES	
					MADE, ADMED	
CD401582		NOTICE OF CLAIM				С
RE	MARKS: SA3951	4				



PAGE 2 OF 4

PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:47:21

REGISTRY OFFICE #62

17376-0111 (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	CERT/ CHKD
CD404211	1987/04/06 MARKS: SA3949	NOTICE OF CLAIM				С
WE520223	2007/12/27	TRANSMISSION-LAND		*** COMPLETELY DELETED *** HRASE, FRANK	SYKORA, JUDTH VLASTA SIGMAN, DANIELLA AGNES HRASE, FRANK - ESTATE	
WE520224	2007/12/27	TRANS PERSONAL REP		*** COMPLETELY DELETED *** SYKORA, JUDITH VLASTA SIGMAN, DANIELLA AGNES	BUKOVSKY, VLASTA	
RE	MARKS: RE: PI	ANNING ACT STATEMENT	S			
WE566507	2008/08/07	TRANSMISSION-LAND		*** COMPLETELY DELETED *** HRASE, AGNES	BUKOVSKY, VLASTA HRASE, AGNES - ESTATE	
WE566508	2008/08/07	TRANS PERSONAL REP		*** COMPLETELY DELETED *** BUKOVSKY, VLASTA	BUKOVSKY, VLASTA	
RE	MARKS: PLANNI	NG ACT STATEMENTS				
WE957019	2014/04/02	CHARGE		*** COMPLETELY DELETED *** BUKOVSKY, VLASTA	HUMPHREY, BARRY	
WE1115874	2016/04/29			*** COMPLETELY DELETED *** HUMPHREY, BARRY	BUKOVSKY, VLASTA	
RE	MARKS: AMENDS	WE957019				
		DISCH OF CHARGE		*** COMPLETELY DELETED *** HUMPHREY, BARRY		
RE	MARKS: WE9570	19.				
WE1244645	2017/10/20	TRANSFER	\$7,595,550	BUKOVSKY, VLASTA	GO-TO STONEY CREEK ELFRIDA INC. GP-TO STONEY CREEK ELFRIDA LP.	С
		NG ACT STATEMENTS. RTY TO NAME:GP-TO ST	ONEY CREEK ELFRIDA	LP. ADDED ON 2017/11/17 AT 10:20 BY POWER, KRYSTAL.		
WE1244646	2017/10/20	CHARGE		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC.	BUKOVSKY, VLASTA	
WE1270570	2018/02/27	APL CH NAME OWNER		GP-TO STONEY CREEK ELFRIDA LP.	GO-TO STONEY CREEK ELFRIDA INC.	С



REGISTRY
OFFICE #62

17376-0111 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:47:21

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

				ITTFIED IN ACCORDANCE WITH THE LAND TITLES ACT - SUBJECT TO RES.		CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
WE1270571	2018/02/27	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO STONEY CREEK ELFRIDA INC.	IMPERIO SA HOLDINGS INC.	
				GO-TO STONEY CREEK ELFRIDA LP.	BONDI, ANTHONY	
WE1272237	2018/03/08	LR'S ORDER		LAND REGISTRAR, WENTWORTH LAND REGISTRY OFFICE		c
	ARKS: AMEND					
HP1200200	0010/11/00	DIGGU OF GUADGE		AAAA GOMDI BERI V. DEL BERD. AAA		
WE1320390	2018/11/09	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				IMPERIO SA HOLDINGS INC.		
REI	ARKS: WE1270	571.		BONDI, ANTHONY		
WE1347680	2019/04/05	CHARGE PARTNERSHIP	\$7,150,000	GO-TO STONEY CREEK ELFRIDA INC.	FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	С
				GO-TO STONEY CREEK ELFRIDA LP.		
	0040/05/00					
WE1358199	2019/06/03	NOTICE		*** COMPLETELY DELETED ***	D.W.O.V.O.W. 177.3 0.073	
ישמ	MARKS: WE1244	616		GO-TO STONEY CREEK ELFRIDA INC.	BUKOVSKY, VLASTA	
KER	MARNS: WEIZ44	040				
WE1395975	2019/11/21	APL CH NAME OWNER		GO-TO STONEY CREEK ELFRIDA LP.	GO-TO STONEY CREEK ELFRIDA LP	С
WE1395980	2019/11/21	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO STONEY CREEK ELFRIDA INC.	EMPIRICAL CAPITAL CORP.	
				GO-TO STONEY CREEK ELFRIDA LP		
WE1395981	2010/11/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
WE1393901	2019/11/21	NO ASSGN KENI GEN		GO-TO STONEY CREEK ELFRIDA INC.	EMPIRICAL CAPITAL CORP.	
				GO-TO STONEY CREEK ELFRIDA LP	ENTINICAL CAPITAL CONF.	
REI	<i>MARKS:</i> WE1395	980.		GO TO STONET CREEK EBERTDA DE		
WE1395982	2019/11/21	POSTPONEMENT		*** COMPLETELY DELETED ***		
				BUKOVSKY, VLASTA	EMPIRICAL CAPITAL CORP.	
REI	ARKS: WE1244	646 TO WE1358199				
WE1395984	2019/11/21	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS	EMPIRICAL CAPITAL CORP.	С
				COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES		
				CANADA INC.		
REI	MARKS: WE1347	680 TO WE1395975 DELL	ETED IN ERROR. THIS	DOCUMENT WAS RE-INSTATED ON 2021/01/23 AT 13:39 BY SHIU, KEVI	Ν.	
WE1396019	2019/11/21	NOTICE		*** COMPLETELY DELETED ***		
MET320013	Z V T Z / T T / Z T	NOTTOR		GO-TO STONEY CREEK ELFRIDA INC.	BUKOVSKY, VLASTA	
				GO-TO STONET CREEK ENFRIDA INC.	DOMOVOKI, VEROIA	



LAND REGISTRY OFFICE #62

17376-0111 (LT)

PAGE 4 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:47:21

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

	* 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/ CHKD
REI	MARKS: WE1244	646				
WE1430084	2020/05/11	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	LESDOW, PETER	
WE1474842	2020/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** LESDOW, PETER		
REI	ARKS: WE1430	084.				
WE1478209	2020/12/18	CHARGE PARTNERSHIP	\$10,650,000	GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	PODESTA GROUP INC. L M I MANAGEMENT INC.	С
WE1478222	2020/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** EMPIRICAL CAPITAL CORP.		
REI	MARKS: WE1395	980.				
WE1478242	2020/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUKOVSKY, VLASTA		
REI	1ARKS: WE1244	646.				
WE1478244	2020/12/18	CHARGE PARTNERSHIP	\$1,689,274	GO-TO STONEY CREEK ELFRIDA INC. GO-TO STONEY CREEK ELFRIDA LP	2106622 ONTARIO LTD. BUKOVSKY, VLASTA	С
WE1478264	2020/12/18	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	PODESTA GROUP INC.	С
				CAMADA INC.	L M I MANAGEMENT INC.	
REI	MARKS: WE1347	680 TO WE1478209				
WE1478265	2020/12/18	POSTPONEMENT		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.	BUKOVSKY, VLASTA	С
					2106622 ONTARIO LTD.	
REI	MARKS: WE1347	680 TO WE1478244				
WE1559612	2021/11/09	DISCH OF CHARGE		FAAN MORTGAGE ADMINISTRATORS INC., IN ITS CAPACITY AS COURT-APPOINTED TRUSTEE OF BUILDING & DEVELOPMENT MORTGAGES CANADA INC.		
REI	ARKS: WE1347	680.				

LRO # 62 Charge By Partnership

Registered as WE1478209 on 2020 12 18 at 09:42

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

yyyy mm dd Page 1 of 4

Properties

PIN 17376 - 0025 LT Interest/Estate Fee Simple

Description PT LT 24, CON 8 SALTFLEET, PART 1, 62R2499, EXCEPT PT 1, 62R7604; STONEY

CREEK CITY OF HAMILTON

Address HIGHLAND ROAD

HAMILTON

PIN 17376 - 0111 LT Interest/Estate Fee Simple

Description PT LT 24, CON 8 SALTFLEET , PART 1, 2 & 3 , 62R1954 ; S/T SA39491,SA39514

STONEY CREEK CITY OF HAMILTON

Address UPPER CENTENNIAL PARKWAY

HAMILTON

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 GO-TO STONEY CREEK ELFRIDA INC.
Address for Service 1267 CORNWALL ROAD, SUITE 301

OAKVILLE, ONTARIO

L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO STONEY CREEK ELFRIDA LP
Address for Service 1267 CORNWALL ROAD, SUITE 301

OAKVILLE, ONTARIO

L6J 7T5

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

This is the firm name of the Partnership/Limited Partnership.

Chargee(s)		Capacity	Share
Name	PODESTA GROUP INC.		75.0%
Address for Service	1700-155 CUMBERLAND STREET TORONTO, ONTARIO M5R 1A2		
Name	L M I MANAGEMENT INC.		25.0%
Address for Service	207 FALLINGBROOK DRIVE ANCASTER, ONTARIO L9G 157		

Statements

Schedule: See Schedules

Provisions

Principal \$10,650,000.00 Currency CDN

Calculation Period MONTHLY, NOT IN ADVANCE

 Balance Due Date
 2023/12/01

 Interest Rate
 8.0%

 Payments
 \$71,000.00

 Interest Adjustment Date
 2020 12 01

Payment Date FIRST DAY OF EACH AND EVERY MONTH

 First Payment Date
 2021 01 01

 Last Payment Date
 2023 12 01

 Standard Charge Terms
 200033

Insurance Amount Full insurable value
Guarantor OSCAR FURTADO

LRO # 62 Charge By Partnership

Registered as WE1478209 on 2020 12 18 at 09:42

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

yyyy mm dd Page 2 of 4

Additional Provisions

The within Charge is collaterally secured against the property known municipally as 2354 Salcome Drive, Oakville, ON; L6H 7N3 ("the collateral charge"). Payment or default on the within Charge shall constitute payment or default respectively on the collateral charge and when the within Charge is discharged, the collateral charge shall also be discharged.

Signed By

2020 12 15 Francesco Raso 436 Aberdeen Avenue acting for Signed

Hamilton Chargor(s)

L8P 2S2

Tel 905-528-1528 Fax 905-528-8869

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

Submitted By

FRANK M RASO LAW OFFICE 2020 12 18 436 Aberdeen Avenue

Hamilton

L8P 2S2

Tel 905-528-1528 Fax 905-528-8869

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Chargee Client File Number: 20-405

ADDITIONAL PROVISIONS

1. PAYMENT BY PRE-AUTHORIZED DEBIT PLAN (PAD)/POSTDATED CHEQUE

UNLESS THE CHARGEE AND CHARGOR (S) have agreed to an interest holdback in respect of the payment obligations of the Chargor(s) under the Charge, then the Chargor(s) hereby agrees to supply the Chargee with a signed PAYMENT BY PRE-AUTHORIZED DEBIT PLAN (PAD) or if expressly permitted by the Chargee, a series of twelve post-dated cheques representing monthly payments under the Charge as set out herein at the commencement of the Charge and on each anniversary date of the Charge. Any payment, including the final payout of this Charge that is made after 1:00 p.m. on any date shall be deemed, for the purpose of calculating interest, to have been made and received on the next business day. An Administration fee of \$200.00 shall be charged to the Chargor(s) upon any payment being returned from the bank due to Non-Sufficient Funds (NSF).

2. FIRE INSURANCE

Fire and extended coverage insurance in a form and for an amount acceptable to the Chargee is to be taken out with an insurance company approved by the Chargee for the full insurable value of the Charged property and assigned to the Chargee and noted therein as the First Mortgagee (unless otherwise expressly authorized by the Chargee). Co-insurance is not acceptable. In the case of vacant land, the Chargor(s) shall maintain comprehensive third party liability insurance for so long as the land(s) remain vacant. Failure of the Chargor(s) to provide a copy of the policy on demand shall represent default under the Charge.

3. REGULATIONS

The Charged property must comply with all municipal, provincial and federal statutes, regulations and requirements. Failure to do -so shall constitute default under this Charge.

4. ACCESS TO THE PROPERTY BY THE CHARGEE

The Chargee shall have the right, at *any* reasonable time, to inspect the property, whether this Charge is in default or not, including the building to be as security for the Charge for so long as any monies remain outstanding under this Charge. Access shall be on twenty-four (24) hour notice to the Chargor(s).

5. ADMINISTRATION FEE

The current schedule of administration and services fees, to which the Chargor(s) specifically agree, includes the following charges:

(The Chargee reserves the right to charge reasonable fees for other administration services)

- a. <u>Missed Payment Fee:</u> a fee of \$200.00 will be charged for each missed or late installment and for processing each NSF cheque or other returned payment;
- Insurance: a fee of \$200.00 will be charged for dealing with each cancellation, premium payment or other non-compliance with insurance requirements;
- c. <u>Default Proceedings</u>: a fee of \$1,000.00 will be charged for each action or proceeding instituted;
- d. Possession: a fee of \$1,000.00 will he charged for attending to take possession following default;
- e. <u>Maintenance</u>: a fee of 50.00 per day will be charged for administering maintenance and security of the property while in the Chargee's possession.



6. NON-TRANSFERABLE

Upon the Chargor(s) selling, transferring, conveying, assigning, mortgaging, or in any way dealing with the equity of redemption or any interest in the lands herein without the express written consent of the Chargee herein, the said principal sum together with any and all interest thereon shall, at the sole option of the Chargee, immediately become due and payable without notice being given or any action being taken by the Chargee and, in fault, the Chargee may exercise any of the remedies available hereunder to enforce payment, including the power of entering upon, leasing, or selling the said lands.

7.MATURITY

This Charge shall be fully due and payable on the maturity date unless the Chargor(s) and the Chargee have agreed in writing, in advance, that the Charge should be renewed.

8. DISCHARGE

The Charge discharge shall be prepared by the Chargee's solicitors at the Chargor(s) expense, which cost shall include but not be limited to the Chargee's fee, any solicitor's fees, HST, disbursements and registration costs.

9. TAXES

All realty, provincial and municipal real property taxes and local improvement taxes are to be paid in full as and when they fall due. The Charger(s) is expected to pay the taxes as and when such taxes become due and to submit to the Chargee tax receipts evidencing the payment of the said taxes within thirty (30) days after they become due. Failure by the Charger(s) to make such repayment shall represent default under the within Charge.

10. PRE-PAYMENT PRIVILEGES

During the term of this Charge and provided the Borrower(s) is not in default hereunder, the Borrower(s) shall have the privilege of prepaying the loan in part or in full at any time without bonus or penalty.

11. CHARGE TO ACT AS SECURITY FOR ALL OTHER MONIES AND LIABILITIES OWING IN ADDITION TO PRINCIPAL AND INTEREST

This Charge also secures, in addition to the amount noted on the face of the Charge, all monies and liabilities whether direct or contingent, now or hereafter owing or incurred by the Chargor(s), including but not limited to; further advances, renewal fees, property taxes paid, legal costs, and payments made on behalf of the Chargor(s) on both prior and subsequent Charges.

THIS SCHEDULE OF FURTHER PROVISIONS TO THE CHARGE SHALL TAKE PRECEDENCE OVER ALL OTHER CONDITIONS AND PROVISIONS IN THIS CHARGE.

W

LRO # 62 Charge By Partnership

Registered as WE1478244 on 2020 12 18 at 10:50

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

yyyy mm dd Page 1 of 3

Properties

PIN 17376 - 0025 LT Interest/Estate Fee Simple

PT LT 24, CON 8 SALTFLEET, PART 1, 62R2499, EXCEPT PT 1, 62R7604; STONEY Description

CREEK CITY OF HAMILTON

Address HIGHLAND ROAD

HAMILTON

PIN 17376 - 0111 LT Interest/Estate Fee Simple

PT LT 24, CON 8 SALTFLEET , PART 1, 2 & 3 , 62R1954 ; S/T SA39491,SA39514 Description

STONEY CREEK CITY OF HAMILTON

UPPER CENTENNIAL PARKWAY Address

HAMILTON

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.

GO-TO STONEY CREEK ELFRIDA INC. Name Address for Service 301 - 1267 Cornwall Road Oakville.

Ontario L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO STONEY CREEK ELFRIDA LP Address for Service 301 - 1267 Cornwall Road Oakville,

Ontario L6J 7T5

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

This is the firm name of the Partnership/Limited Partnership.

Chargee(s)		Capacity	Share
Name	2106622 ONTARIO LTD.		As to a 46.7% share
Address for Service	20030 Horseshore Hill Road, Caledon, Ontario L7K 2B5		
Name	BUKOVSKY, VLASTA		As to a 53.3% share
Address for Service	54 Hillcrest Avenue, Hamilton, Ontario L8P 2W9		

Provisions

Calculation Period

Principal \$1,689,274.24 Currency CDN

Monthly, not in advance

Balance Due Date 2022/08/01 Interest Rate 9.00 % per annum

Payments

Interest Adjustment Date 2020 12 01 ON DEMAND Payment Date First Payment Date 2022 08 01 Last Payment Date 2022 08 01 Standard Charge Terms 200033

Full insurable value Insurance Amount

Guarantor

Additional Provisions

See Schedules

Signed	Ву
--------	----

LRO # 62 Charge By Partnership

Registered as WE1478244 on 2020 12 18 at 10:50

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

yyyy mm dd Page 2 of 3

Signed By

Tel 905-387-9248 Fax 905-574-0604

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

Submitted By

FERNIHOUGH SKIBINSKI LAW FIRM 202-987 Rymal Road East 2020 12 18

Hamilton

L8W 3M2 905-387-9248

Tel 905-387-9248 Fax 905-574-0604

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Chargee Client File Number: RZ20-8602



Schedule

Form 5 - Land Registration Reform Act

Page

Additional Property Identifier(s) and/or Other Information

PRE-PAYMENT PRIVILEGES - When not in default the borrower shall have the privilege of re-paying the principal amount in whole at any time without penalty or bonus upon delivery of 30 days written notice.

PAYMENTS - all payments due at maturity.

NON-TRANSFERRABLE - PROVIDED that in the event the Mortgagor(s) sell, transfer or otherwise disposes of the charged property or any portion thereof or any interest therein, the principal sum hereby secured shall immediately become due and payable together with any penalties set out therein.

LEGAL FEES AND DISBURSEMENTS - The borrower is solely responsible for all legal fees, disbursements and expenses of the lender to prepare the mortgage documents and certify title; for any agreement to assume the loan or security documents; or, for a full or partial discharge statement from the lender and the full or partial discharge of any security.

INSURANCE COVERAGE - The Mortgagor(s) agree that the insurance coverage on the subject property shall be sufficient to cover the mortgage on the property, guaranteed replacement cost.

DEFAULT PROCEEDINGS - In the event of the institution of any legal proceedings by the Mortgagee, the fee of \$2,500.00 shall be payable to the Mortgagee by the Mortgagor(s).

Should any payment on this loan not be honored, missed, or late, the lender may charge a fee for each such payment. At present the fee is \$300.00 per item or missed payment. The following fees also apply to this loan: renewal fee of \$2,250.00, inspection fee of \$250.00 per inspection, fee to commence default proceedings \$3,000.00 per occurrence; lapse or placing of insurance fee \$500.00 per occurrence; information or discharge statement \$300.00 per statement; fee to retain property manager \$600.00; assumption or transfer fee \$300.00; inspection fee after completion of loan transaction \$200.00 per occurrence. At the sole option of the lender, the fees can be increased, decreased or waived without notice to you.

The borrower agrees not to register any subsequent financial encumbrance(s) at the property without the express written consent of the lender.

This is Exhibit "110" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #30

46265-0022 (LT)

PREPARED FOR CCPellerin ON 2021/11/24 AT 12:11:25

PAGE 1 OF 4

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

PROPERTY DESCRIPTION:

PT LT 3008 CP PL 2 GRANTHAM PT 1 30R1188 ; ST. CATHARINES

PROPERTY REMARKS:

ESTATE/QUALIFIER: RECENTLY: FEE SIMPLE LT CONVERSION QUALIFIED RE-ENTRY FROM 46265-0186

2003/12/22

PIN CREATION DATE:

OWNERS' NAMES

CAPACITY SHARE

GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP

FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOU	T INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENT:	SINCE 2003/12/19 **		
**SUBJECT,	ON FIRST REG	STRATION UNDER THE I	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS OF	ANY PERSON WHO WOUL	D, BUT FOR THE LAN	D TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH LI	NGTH OF ADVERSE POS	SESSION, PRESCRIPTION	DN, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGI	STRY ACT APPLIES.		
**DATE OF	ONVERSION TO	LAND TITLES: 2003/12	2/22 **			
RO206503	1970/05/08	BYLAW		*** DELETED AGAINST THIS PROPERTY ***		
30R1188	1975/05/14	PLAN REFERENCE				С
RO325753	1975/12/02	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
					MIRYNECH, ANNE MIRYNECH, EDWARD	
RO493091	1985/03/04	NOTICE				c
1	MARKS: ZONING					
NR28700	2004/06/11	APL (GENERAL)		*** COMPLETELY DELETED ***		
RE	MARKS: DELETE	S S/T DEBTS IN RO318	853	FERGUSON, NICHOLAS F.		
NR28705		APL (GENERAL)		*** COMPLETELY DELETED ***		
NKZ0103	2004/06/11	AFL (GENERAL)		FERGUSON, NICHOLAS F.		



46265-0022 (LT)

REGISTRY

OFFICE #30

PAGE 2 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:11:25

* 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/ CHKD
REI	MARKS: DELETE	S R0206503				
NR30033	2004/06/23	APL OF SURV-LAND		*** COMPLETELY DELETED *** MIRYNECH, EDWARD	MIRYNECH, ANNE	
NR56581	2005/03/01	TRANSFER		*** COMPLETELY DELETED *** MIRYNECH, ANNE	ROOKE, DAVID ADAM	
REI	MARKS: PLANNI	NG ACT STATEMENTS				
NR56582	2005/03/01	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	BANK OF MONTREAL	
NR56780	2005/03/03	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	MIRYNECH, ANNE	
NR147048	2007/07/25	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	LEWIS, JAMES LEWIS, ELEANOR	
NR148275	2007/08/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** MIRYNECH, ANNE		
REI	MARKS: RE: NR	56780				
NR192271	2008/10/21	TRANSFER		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	ROOKE, DAVID ADAM YOUNG, SCOTT MELBOURNE	
NR241692	2010/06/14	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** LEWIS, JAMES LEWIS, ELEANOR	A.R.O.I. INC.	
REI	MARKS: NR1470	48.				
NR247832	2010/08/12	DISCH OF CHARGE		*** COMPLETELY DELETED *** A.R.O.I. INC.		
REI	MARKS: NR1470	48.				
NR247838	2010/08/12	TRANSFER		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM YOUNG, SCOTT MELBOURNE	ROOKE, DAVID ADAM	
REI	MARKS: PLANNI	NG ACT STATEMENTS				
NR251158	2010/09/22	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	A.R.O.I. INC.	



LAND REGISTRY OFFICE #30

46265-0022 (LT)

PAGE 3 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:11:25

* 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/ CHKD
REG. NOM.	DATE	INSTRUMENT TIFE	AMOUNT	FALLES FROM	FACILES 10	CIRD
NR266913	2011/04/27	DISCH OF CHARGE		*** COMPLETELY DELETED *** A.R.O.I. INC.		
RE	MARKS: NR2511	58.				
NR267027	2011/04/28	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	CANADIAN WESTERN TRUST COMPANY (INCORPORATION NO. A46845)	
NR267028		NO ASSGN RENT GEN		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	CANADIAN WESTERN TRUST COMPANY (INCORPORATION NO. A46845)	
RE	MARKS: NR2670	2/ .				
NR322364	2013/04/05	CHARGE		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	EGOLI LEASING INC.	
NR325547		DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN WESTERN TRUST COMPANY (INCORPORATION NO. A46845)		
RE	MARKS: NR2670	27.				
NR335578	2013/09/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** EGOLI LEASING INC.		
RE	MARKS: NR3223	64.				
NR335580	2013/09/19	TRANSFER		*** COMPLETELY DELETED *** ROOKE, DAVID ADAM	19 BEARD PLACE INVESTMENTS INC.	
RE	MARKS: PLANNI	NG ACT STATEMENTS.				
NR335581	2013/09/19	NOTICE		*** COMPLETELY DELETED *** 19 BEARD PLACE INVESTMENTS INC.	BANK OF MONTREAL	
RE	MARKS: NR5658	2; DOCUMENT DELETED	ON DEC 7, 2017 BY S	HOGAN, PURSUANT TO NR387431		
NR384920	2015/06/26	TRANSFER		*** COMPLETELY DELETED *** 19 BEARD PLACE INVESTMENTS INC.	HAIDERAL & MAXIMA DEVELOPMENTS LTD.	
RE	MARKS: PLANNI	NG ACT STATEMENTS.				
NR387431	2015/07/24	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
RE	MARKS: NR5658	2.				
NR473805	2018/02/15	TRANSFER	\$1,480,000	HAIDERAL & MAXIMA DEVELOPMENTS LTD.	GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	С
1		NG ACT STATEMENTS.				
CC	DRRECTIONS: PA	RTY TO NAME:GO-TO ST	CATHARINES BEARD I	P ADDED ON 2020/02/18 AT 13:28 BY STEINKRAUS, TRICIA.		



LAND REGISTRY OFFICE #30

46265-0022 (LT)

PAGE 4 OF 4
PREPARED FOR CCPellerin
ON 2021/11/24 AT 12:11:25

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

				TIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO		CERT/
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHKD
NR473806	2018/02/15	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	HAIDERAL & MAXIMA DEVELOPMENTS LTD.	
NR534938	2020/02/18 MARKS: NR4738	DISCH OF CHARGE		*** COMPLETELY DELETED *** HAIDERAL & MAXIMA DEVELOPMENTS LTD.		
I	2020/02/18 MARKS: AMEND			LAND REGISTRAR, NIAGARA NORTH LAND REGISTRY OFFICE		С
NR534962	2020/02/18	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	EGOLI LEASING INC.	
NR545118	2020/06/25	CHARGE PARTNERSHIP	\$750,000	GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	PRUDENTIAL PROPERTY MANAGEMENT INC.	С
	2020/06/25	NO ASSGN RENT GEN		GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	PRUDENTIAL PROPERTY MANAGEMENT INC.	С
REI	MARKS: NR5451	18.				
NR545152	2020/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** EGOLI LEASING INC.		
REI	MARKS: NR5349	62.				
NR550481	2020/08/28	CHARGE PARTNERSHIP	\$3,000,000	GO-TO ST CATHARINES BEARD INC. GO-TO ST CATHARINES BEARD LP	IMPERIO SA HOLDINGS INC. FISCHER, GABRIELE	С
NR581032	2021/06/28	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
	2021/06/29 MARKS: NR5810	PLAN REFERENCE				С

LRO# 30 Charge By Partnership

Registered as NR545118 on 2020 06 25 at 15:32

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

yyyy mm dd Page 1 of 5

Properties

PIN 46265 - 0022 LT Interest/Estate Fee Simple

Description PT LT 3008 CP PL 2 GRANTHAM PT 1 30R1188; ST. CATHARINES

Address 19 BEARD PLACE ST. CATHARINES

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 GO-TO ST CATHARINES BEARD INC.
Address for Service 301-1267 Cornwall Road, Oakville,

Ontario L6J 7T5

I, Oscar Furtado (President), have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO ST CATHARINES BEARD LP Address for Service 301-1267 Cornwall Road, Oakville,

Ontario L6J 7T5

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name PRUDENTIAL PROPERTY MANAGEMENT INC.

Address for Service 141 Brunel Road, Suite 201, Mississauga, Ontario L4Z 1X3

Provisions

Principal \$750,000.00 Currency CDN

Calculation Period Semi-annually, not in advance

 Balance Due Date
 2021/07/01

 Interest Rate
 9.5% per annum

 Payments
 \$6,206.66

 Interest Adjustment Date
 2020 07 01

Payment Date first day of each month

 First Payment Date
 2020 08 01

 Last Payment Date
 2021 07 01

 Standard Charge Terms
 200033

Insurance AmountFull insurable valueGuarantorOscar Furtado

Additional Provisions

See Schedules

Signed By

Terie Suzanne Ford 141 Brunel Road, Suite 103 acting for Signed 2020 06 25

Mississauga Chargor(s)

L4Z 1X3

Tel 855-274-0199 Fax 877-274-0707

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

Submitted By

10223-0003552-15

LRO# 30 Charge By Partnership

Registered as NR545118 on 2020 06 25 at 15:32

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

yyyy mm dd Page 2 of 5

Submitted By

Tel 855-274-0199 877-274-0707 Fax

Fees/Taxes/Payment

Statutory Registration Fee \$65.05 Total Paid

\$65.05

File Number

Chargee Client File Number : COM-2020-2196P

ADDITIONAL PROVISIONS

PREPAYMENT:

PROVIDED that the Chargor/Mortgagor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the principal sum hereby secured, on any payment date, upon payment to the Chargee/Mortgagee of an amount equivalent to three (3) months interest on the amount so prepaid by way of bonus.

If repayment of any part of the principal sum is made prior to maturity date by reason of payment after acceleration upon the occurrence of an event of default, the Chargor agrees to indemnify and save harmless the Chargee from all costs and losses resulting therefrom and to pay the Chargee a bonus equal to three (3) months of interest on the amount so prepaid by way of bonus.

POSTDATED CHEQUES

PROVIDED FURTHER that the Chargor/Mortgagor does hereby covenant and agree to provide to the Chargee/Mortgagee upon the execution of this Charge/Mortgage, and annually thereafter on the anniversary date during the currency of this Charge/Mortgage a series of twelve (12) postdated cheques each in the amount of the monthly payment due hereunder.

At the option of the Chargee/Mortgagee, the Chargors/Mortgagors shall execute the preauthorized payment form provided by the Chargee/Mortgagee instead of providing post-dated cheques. The Chargors/Mortgagors shall also attach one void cheque to the pre-authorized payment form.

Failure to provide post-dated cheques or an executed pre-authorized payment form will constitute default and the Chargee/Mortgagee will be entitled to commence default proceedings.

TENDER OF PAYMENT:

Any payment (other than payment of the regular payment of interest) that is made after 1:00 p.m. on any date, shall deemed for the purpose of calculation of interest, to have been paid and received on the next bank business day. For the purpose of this paragraph, Saturday, Sunday, Provincial and Federal holidays shall be deemed to be non-business days.

LATE OR DISHONORED PAYMENT:

In the event that a Mortgage payment or any other payment due under this Charge/Mortgage is dishonored by the Chargee/Mortgagee's bank or in the event of late payment or non-payment, the Chargee/Mortgagee shall immediately be entitled to an administration fee of Two Hundred (\$225.00) Dollars in addition to other remedies provided herein.

NON-TRANSFERRABLE / NON-ASSUMABLE:

PROVIDED that in the event of a transfer, sale or other change of ownership of the property secured by this Charge the full balance of principal, interest, disbursements, admin fees and taxes then owing hereunder together with three (3) months interest on the entire owing amount by way of bonus become due and payable immediately.

PRIOR ENCUMBRANCE(S):

Chargee/Mortgagee may require periodic statements or other information as to the status of the prior encumbrance(s). Chargor/Mortgagor shall provide the Chargee/Mortgagee with any and all forms of authorization(s) required by the prior encumbrancers and/or with the required statement(s) confirming the status of those encumbrances. Should the Chargor/Mortgagor not provide the required authorization(s) and/or statement(s) within 5 business days of receiving the Chargee's/Mortgagee's request, failure to do so will constitute a default under this Charge/Mortgage and the Chargee/Mortgagee shall have the right to immediately commence legal enforcement of its loan security.

FURTHER ENCUMBRANCES:

The Chargor/Mortgagor shall not grant or permit any further mortgages, charges or encumbrances of any nature to be registered against the subject property without the prior written consent of the Chargee, and in the event of breach of this covenant, the Chargee/Mortgagee shall be entitled to commence default proceedings.

CAPITALIZATION OF ANY PAYMENTS ON PRIOR ENCUMBRANCES:

If the Chargor/Mortgagor makes any agreement with any prior encumbrancers to satisfy any arrears of mortgage, property taxes, insurance or any other payments respecting the property by way of an increase in the principal balance of the mortgage account or any other increase in the mortgage account, without the prior written consent of the Chargee/Mortgagee, such act shall be a default under this Charge/Mortgage.

DEFAULT ON PRIOR ENCUMBRANCES:

In the event that the Chargor/Mortgagor is in default under a prior encumbrance on the Property hereby charged or in payment of the realty taxes for the said Property or in the event that the insurance policy covering the Property has been cancelled or has lapsed, such default shall constitute default under the provisions of this Charge/Mortgage and the principal amount hereby secured shall, at the sole option of the Chargee/Mortgagee, become immediately due and owing. The Chargee/Mortgagee shall have the right to make periodic enquires, and to obtain statements

from prior mortgagees and from the insurance company all at the Chargor/Mortgagor's expense, to confirm that the Chargor/Mortgagor is in default hereunder. Should the prior mortgagee(s) refuse to provide such statement(s) directly to the Chargee/Mortgagee, Chargor(s)/Mortgagor(s) themselves are obligated to provide such statement(s) to the Chargee/Mortgagee within 5 business days of the Chargor(s)/Mortgagor(s) request to do so. Failure to provide such statement(s) within the specified period shall constitute default under the provisions of this Chargee/Mortgage and the principal amount hereby secured shall, at the sole option of the Chargee/Mortgagee, become immediately due and owing.

NON-PAYMENT OF PRINCIPAL:

The Chargor/Mortgagor covenants with the Chargee/Mortgagee that in the event of non-payment of the principal monies at the time or times provided herein, he shall not require the Chargee/Mortgagee to accept payment of the principal monies without first giving three (3) months previous notice in writing, or paying a bonus equal to three (3) months interest on the entire owing balance, at the Chargor's/Mortgagor's option.

PAYMENT FOLLOWING MATURITY:

Where there is default after the balance due date or maturity date of the term secured by this Charge, including but not limited to failure of the Chargor to pay the balance of the loan on the balance due date or maturity due date, the Chargor may pay the outstanding amount of such loan only upon payment of three (3) months interest calculated on the then entire outstanding amount, or three (3) months written notice in lieu thereof.

INDEMNIFICATION OF CHARGEE:

In the event the Chargee/Mortgagee shall be made a party to any litigation commenced by or against the Chargor/Mortgagor, the Chargor/Mortgagor shall indemnify and hold the Chargee/Mortgagee harmless therefrom and shall pay all costs, expenses and solicitors and counsels fees on a solicitor and his/her own client basis. Such costs shall be a charge on the lands and may be added to the loan secured hereby.

SERVICE FEE:

In the event that the Chargee/Mortgagee is required or deems it advisable to make any payment in order to protect his/her security position including but not limited to realty taxes, insurance premiums, condominium common expenses, principal interest or costs under a prior mortgage it is agreed that there shall be an administration fee of not less than \$250.00 for making each such payment or payments.

<u>POSSESSION:</u>

Notwithstanding anything herein contained to the contrary, if default shall happen to be made of or in the payment of the principal amount or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations contained therein contrary to the true intent and meaning of this Charge, then and in every case it shall and may be lawful to and for the said Chargee/Mortgagee to peaceably and quietly enter into, have, hold, use, occupy, possess, and enjoy the land hereby charged free and clear and freely and clearly acquitted, exonerated and discharged of and from all former conveyances, mortgages, charges, rights, annuities, debts, executions and recognizances and of and from all manner of other charges or encumbrances whatsoever without the let, suit, hindrance, interruption or denial of the Chargor/Mortgagor or any other person or persons whatsoever.

DISCHARGE:

Upon the balance due date of the principal and interest secured hereunder or any renewal thereof, the Chargor/Mortgagor shall be deemed to have requested the Chargee/Mortgagee's solicitor to prepare the discharge documents for this Charge/Mortgage and shall pay the following fees to the Chargee/Mortgagee's solicitor in addition to the legal fees and disbursements payable to the Chargee's/Mortgagee's solicitor in addition to the legal fees and disbursements payable to the Chargee's/Mortgagee's solicitor.

- 1. Statement fee \$150.00;
- 2. Discharge preparation and execution fee \$300.00

PAYMENT TO DISCHARGE:

The parties herein agree that payment to discharge the said Charge/Mortgage must be made by certified cheque or bank draft.

RENEWALS

At Lender's sole option, this Mortgage can be automatically renewed from time to time with the same terms. A Renewal Fee equivalent to the Lender Admin Fee charged at time of funding will be capitalized into the owing Principal. The amortization of the Mortgage shall be reduced in accordance with the time lapsed since the original funding date. In case of any *Interest Only* loan, the amortization at time of first renewal will be set at 25 years at the sole option of the Lender. Borrower(s) are to notify Lender in writing minimum 30 days prior to maturity of the current term in case they do not wish to renew this mortgage.

TAX RECEIPTS

PROVIDED that tax receipts are to be provided to the Chargee / Mortgagee at its option on a half-yearly basis.

ADMINSTRATION FEES

The Chargor/Mortgagor will pay the following Administration Fees:

- Mortgage Statement for Information purposes: \$100.00
- Statement of Account: \$100.00
- \$250 fee for making a payment on account of Tax arrears, Condo Maintenance Fees arrears or prior encumbrance(s) arrears
- Mortgage Statement for the purpose of issuing the Notice of Sale: \$250.00
- Statement of Claim Fee \$500.00 for preparing the file for the solicitor for the purpose of filing a Statement of Claim following default
- For ordering a Property Tax Certificate from the city: \$150.00
- Postponement Fee \$500.00 (payable for completion of postponement documents, whether or not the postponement has been actually completed)
- Insurance Application Fee \$500.00 (payable in case Chargee/Mortgagee obtains the insurance policy for a property of which the Chargee/Mortgagee took possession as a result of legal enforcement)
- In the event Chargee/Mortgagee takes possession of the property following default proceeding or action, Chargee/Mortgagee shall be entitled to a fee of \$100.00 per day for managing and maintenance the Property in their possession.
- In the event Chargee/Mortgagee takes possession of the property following default proceeding or action, Chargee/Mortgagee shall be entitled to a fee of the greater of \$250.00 or \$100 per hour for each visit to the property for the purpose of (but not limited to) changing the locks, providing access for the Appraiser, providing access by the Chargor(s)/Mortgagor(s) or anyone acting on behalf of the Chargor/Mortgagor, etc..

PROVIDED that in the event of non-payment of the foregoing administration fees, the amount due shall be added to the principal balance outstanding and shall earn interest pursuant to the provisions herein set out.

HEADINGS

The headings herein are not to be considered part of this Charge/Mortgage and are included solely for the convenience of reference and are not intended to be full or accurate descriptions of the contents of the paragraphs to which they relate.

CORRESPONDENCE:

For the purpose of giving and receiving notices pursuant to this Mortgage, any notice to be given by the Lender to the Borrower(s) and/or Guarantor(s) shall be deemed given – unless required otherwise by law - when delivered personally, via Regular Mail or via email address (if such was provided by the Borrower(s) and/or Guarantor(s).

LRO # 30 Charge By Partnership

Registered as NR550481 on 2020 08 28 at 14:34

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

yyyy mm dd Page 1 of 2

Properties

 PIN
 46265 - 0022
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 3008 CP PL 2 GRANTHAM PT 1 30R1188 ; ST. CATHARINES

Address 19 BEARD PLACE

ST. CATHARINES

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 GO-TO ST CATHARINES BEARD INC.

Address for Service 1267 Cornwall Rd #301,

Oakville, Ontario

L6J 7T5

I, Oscar Furtado, A.S.O., have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO ST CATHARINES BEARD LP

Address for Service 1267 Cornwall Rd #301,

Oakville, Ontario L6J 7T5

This is the firm name of the Partnership/Limited Partnership.

Chargee(s)		Capacity	Share	
Name	IMPERIO SA HOLDINGS INC.	Tenants In Common	\$1,164,253.33	
Address for Service	8830 Jane St. Concord, ON L4K 2M9			
Name	FISCHER, GABRIELE	Tenants In Common	\$1,835,746.67	
Address for Service	8830 Jane St. Concord, ON L4K 2M9			

Provisions

Principal \$3,000,000.00 Currency CDN

Calculation Period INTEREST ONLY PAYMENTS

 Balance Due Date
 2021/09/01

 Interest Rate
 12.50%

Payments

Interest Adjustment Date 2020 09 01

Payment Date see Additional Provisions

 First Payment Date
 2020 10 01

 Last Payment Date
 2021 09 01

 Standard Charge Terms
 200033

 Insurance Amount
 Full insurable value

 Guarantor
 see Additional Provisions

Additional Provisions

The Guarantors for this Charge/ Mortgage are Oscar Furtado, Michael Smith, Capital Build (Eagle Valley) Holdings Inc., and Capital Build Construction Management Corp.

An interest reserve in the amount of \$250,000.00 shall be held back from the advance representing interest payable for eight (8) months of term.

This is a Collateral Charge to a charge on the property municipally known as 2334 St. Paul Ave., Niagara Falls, Ontario (the Subject Charge). Any payment of the Subject Charge shall constitute payment under the Collateral Charge.

LRO # 30 Charge By Partnership

Registered as NR550481 on 2020 08 28 at 14:34

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

yyyy mm dd Page 2 of 2

Signed By

1000-120 Adelaide St. W. Davide Joseph Di Iulio acting for Signed 2020 08 28

Toronto Chargor(s)

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

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

Submitted By

Schneider Ruggiero Spencer Milburn LLP 1000-120 Adelaide St. W. 2020 08 28

Toronto

M5H 3V1

Tel 416-363-2211 Fax 416-363-0645

Fees/Taxes/Payment

Statutory Registration Fee \$65.05 \$65.05

Total Paid

File Number

Chargee Client File Number: 40309 This is Exhibit "111" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



REGISTRY OFFICE #65

03222-0909 (LT)

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:31:37

PAGE 1 OF 5

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

PROPERTY DESCRIPTION:

PT LT 4 REGISTRAR'S COMPILED PLAN 9831, PTS 16 & 17, 64R7756, SAVE AND EXCEPT PT 2 PL. D775; VAUGHAN. S/T VA65695.

PROPERTY REMARKS:

OWNERS' NAMES

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE DIVISION FROM 03222-0405
LT CONVERSION QUALIFIED

PIN CREATION DATE: 1999/07/23

or convenience, goner

CAPACITY SHARE

GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP GPAR

FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIV	E 2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATION	ON DATE" OF 1997/04/07 ON THIS PIN		
WAS REPL	ACED WITH THE	"PIN CREATION DATE"	OF 1999/07/23			
** PRINTOU	I INCLUDES AL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/07/23 **		
**SUBJECT,	ON FIRST REG.	STRATION UNDER THE	AND TITLES ACT, TO			
**	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PARA	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
**	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
**	THE RIGHTS O.	ANY PERSON WHO WOUL	LD, BUT FOR THE LAND	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	IT THROUGH L	ENGTH OF ADVERSE POS	SESSION, PRESCRIPTION	ON, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
**	CONVENTION.					
**	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF	ONVERSION TO	LAND TITLES: 1999/0	5/25 **			
64R7756	1979/06/21	PLAN REFERENCE				С
R450803	1987/11/02	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
					TRUSTEES OF THE HUMBERLEA CHURCH OF GOD	
R610684	1992/12/31	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
					CIBC MORTGAGE CORPORATION	
R610685	1992/12/31	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: LEASES	, RENTS & R610684				
65R20461	1998/08/19	PLAN REFERENCE				С
D775	1999/07/23	PLAN EXPROPRIATION		*** DELETED AGAINST THIS PROPERTY ***		



LAND REGISTRY OFFICE #65

03222-0909 (LT)

PAGE 2 OF 5
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:31:37

* 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/ CHKD
					THE REGIONAL MUNICIPALITY OF YORK	
YR117765	2002/03/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** CIBC MORTGAGE CORPORATION		
RE	MARKS: RE: R6	10684				
YR597174	2005/02/04	CHRG RELIGIOUS ORG		*** COMPLETELY DELETED *** TRUSTEES OF THE HUMBERLEA CHURCH OF GOD	METRO CREDIT UNION LIMITED	
YR597192	2005/02/04	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TRUSTEES OF THE HUMBERLEA CHURCH OF GOD	METRO CREDIT UNION LIMITED	
RE	MARKS: YR5971	174				
		TRANS RLIGIOUS ORG		*** COMPLETELY DELETED *** TRUSTEES OF THE HUMBERLEA CHURCH OF GOD	ANLAND GROUP INC.	
RE	MARKS: PLANNI	NG ACT STATEMENTS				
YR1122957	2008/02/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** ALTERNA SAVINGS AND CREDIT UNION LIMITED		
RE	MARKS: RE: YF	597174				
YR2218025	2014/11/19	TRANSFER		*** COMPLETELY DELETED *** ANLAND GROUP INC.	2438219 ONTARIO INC.	
RE	MARKS: PLANNI	NG ACT STATEMENTS.				
YR2218026	2014/11/19	CHARGE		*** COMPLETELY DELETED *** 2438219 ONTARIO INC.	ANNE URBANEK JACQUELINE STRAUSS JACK WRIGHT	
YR2422838	2016/01/28	TRANSFER		*** COMPLETELY DELETED *** 2438219 ONTARIO INC.	ISLINGTON PARK TOWNS INC.	
RE	MARKS: PLANNI	NG ACT STATEMENTS.				
YR2422839	2016/01/28	CHARGE		*** COMPLETELY DELETED *** ISLINGTON PARK TOWNS INC.	URBANEK, ANNE STRAUSS, JACQUELINE WRIGHT, JACK	
YR2422840	2016/01/28	CHARGE		*** COMPLETELY DELETED *** ISLINGTON PARK TOWNS INC.	2055065 ONTARIO INC. 905905 ONTARIO LIMITED	



LAND REGISTRY OFFICE #65

03222-0909 (LT)

PAGE 3 OF 5
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:31:37

* 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/ CHKD
YR2422841	2016/01/28	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
1RZ4ZZ841	2016/01/28	DISCH OF CHARGE		URBANEK, ANNE		
				STRAUSS, JACQUELINE		
				WRIGHT, JACK		
REI	MARKS: YR2218	026.		midily offen		
YR2452267	2016/04/01	TRANSFER OF CHARGE		*** COMPLETELY DELETED ***		
				2055065 ONTARIO INC.	URBANEK, ANNE	
					STRAUSS, JACQUELINE	
					WRIGHT, JACK	
REI	MARKS: YR2422	840.				
YR2714126	2017/08/08	CHARGE		*** COMPLETELY DELETED ***		
1112111110	2017700700			ISLINGTON PARK TOWNS INC.	URBANEK, ANNE	
					STRAUSS, JACQUELINE	
					, ~ ~	
YR2784899	2018/01/18	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				URBANEK, ANNE		
				STRAUSS, JACQUELINE		
REI	MARKS: YR2422	839.				
VD0704000	0010/01/10	DIGGU OF GUADGE		AAA GOWALDERIN DELEGAN AAA		
YR2784900	2018/01/18	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				URBANEK, ANNE STRAUSS, JACQUELINE		
				905905 ONTARIO LIMITED		
REI	MARKS: YR2422	840.		900900 ONIARIO BINITED		
YR2800629	2018/02/28	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				URBANEK, ANNE		
				STRAUSS, JACQUELINE		
REI	MARKS: YR2714	126.				
***************************************	0010/00/01		** ***	TOT THOMAN DARK TOTALS		
YR2800657	2018/03/01	TRANSFER	\$9,020,000	ISLINGTON PARK TOWNS INC.	GO-TO VAUGHAN ISLINGTON AVENUE INC.	C
ישמ	MADEC. DIAMMI	NG ACT STATEMENTS.			GO-TO VAUGHAN ISLINGTON AVENUE LP.	
KEI	MAKAS. FLANNI	NG ACI SIAIEMENIS.				
YR2800658	2018/03/01	CHARGE PARTNERSHIP		*** COMPLETELY DELETED ***		
				GO-TO VAUGHAN ISLINGTON AVENUE INC.	LD ACCOUNTING SERVICES INC.	
				GO-TO VAUGHAN ISLINGTON AVENUE LP	PRESSACO, ANNALISA	
YR2800659	2018/03/01	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***	TR ASSOCIATION OFFICE THE	
				GO-TO VAUGHAN ISLINGTON AVENUE INC.	LD ACCOUNTING SERVICES INC.	
				GO-TO VAUGHAN ISLINGTON AVENUE LP	PRESSACO, ANNALISA	1



REGISTRY
OFFICE #65

PAGE 4 OF 5

PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:31:37

OFFICE #65 03222-0909 (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	CERT/ CHKD
REI	MARKS: YR2800	658.				
YR2800744	2018/03/01	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	IMPERIO SA HOLDINGS INC. BONDI, ANTHONY	
YR2895760	2018/11/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** IMPERIO SA HOLDINGS INC. BONDI, ANTHONY		
REI	MARKS: YR2800	744.				
	2018/11/30 MARKS: AMEND	1		LAND REGISTRAR, YORK REGION LAND REGISTRY OFFICE		С
YR2910951	2018/12/17	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
YR2910952	2018/12/17	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	ATRIUM MORTGAGE INVESTMENT CORPORATION	
REI	MARKS: YR2910	951.		GO-10 VAUGHAN ISLINGION AVENUE LP		
YR2911090	2018/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** LD ACCOUNTING SERVICES INC. PRESSACO, ANNALISA		
REI	MARKS: YR2800	658.		PRESSACO, ANNALISA		
YR3119977	2020/07/20	CHARGE PARTNERSHIP		*** COMPLETELY DELETED *** GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	VECTOR FINANCIAL SERVICES LIMITED	
YR3119978	2020/07/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	VECTOR FINANCIAL SERVICES LIMITED	
REI	MARKS: YR3119	977				
		DISCH OF CHARGE		*** COMPLETELY DELETED *** ATRIUM MORTGAGE INVESTMENT CORPORATION		
REI	MARKS: YR2910	951.				
YR3282732	2021/07/15	CHARGE PARTNERSHIP	\$10,000,000	GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	DORR CAPITAL CORPORATION	С



LAND REGISTRY OFFICE #65

03222-0909 (LT)

PAGE 5 OF 5
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:31:37

* 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/ CHKD
YR3282733	2021/07/15	NO ASSGN RENT GEN		GO-TO VAUGHAN ISLINGTON AVENUE INC. GO-TO VAUGHAN ISLINGTON AVENUE LP	DORR CAPITAL CORPORATION	С
REI	MARKS: YR3282	732.				
YR3283444	2021/07/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** VECTOR FINANCIAL SERVICES LIMITED		
REI	MARKS: YR3119	977.				

LRO # 65 Charge By Partnership

Registered as YR3282732 on 2021 07 15 at 13:00

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

yyyy mm dd Page 1 of 27

Properties

PIN 03222 - 0909 LT Interest/Estate Fee Simple

Description PT LT 4 REGISTRAR'S COMPILED PLAN 9831, PTS 16 & 17, 64R7756, SAVE AND

EXCEPT PT 2 PL. D775; VAUGHAN. S/T VA65695.

Address 7386 ISLINGTON AVENUE

VAUGHAN

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 GO-TO VAUGHAN ISLINGTON AVENUE INC.

Address for Service 1267 Cornwall Road

Suite 301 Oakville, Ontario L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

This transaction is for a partnership purpose within the meaning of the Limited Partnerships Act.

I am a general partner.

Name GO-TO VAUGHAN ISLINGTON AVENUE LP

Address for Service 1267 Cornwall Road

Suite 301 Oakville, Ontario

L6J 7T5

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

This is the firm name of the Partnership/Limited Partnership.

Chargee(s) Capacity Share

Name DORR CAPITAL CORPORATION

Address for Service 41 Scarsdale Road

Unit 6

Toronto, Ontario M3B 2R2

Statements

Schedule: See Schedules

Provisions

Principal \$10,000,000.00 Currency CDN

 Calculation Period
 See Schedule

 Balance Due Date
 2022/08/01

 Interest Rate
 9.25% per annum

Payments

 Interest Adjustment Date
 2021 08 01

 Payment Date
 1st of each month

 First Payment Date
 2021 09 01

 Last Payment Date
 2022 08 01

Standard Charge Terms

Insurance Amount Full insurable value

Guarantor Oscar Furtado and Marcus Gillam

Signed By

Gouri Indira Kumar 2 Queen Street East Suite 1500 acting for Signed 2021 07 15

Toronto Chargor(s)

M5C 3G5

Tel 416-593-1221 Fax 416-593-5437

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

LRO # 65 Charge By Partnership

Registered as YR3282732 on 2021 07 15 at 13:00

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

yyyy mm dd Page 2 of 27

Submitted By

BLANEY MCMURTRY LLP 2 Queen Street East Suite 1500 2021 07 15

Toronto M5C 3G5

Tel 416-593-1221 Fax 416-593-5437

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

, , a, a

File Number

Chargee Client File Number: 107728-0019

SCHEDULE - ADDITIONAL PROVISIONS

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used in this Charge shall have the respective meanings assigned to them in Appendix I attached hereto.

1.2 Interpretation and Headings

The Chargor acknowledges that this Charge and each of the other Loan Documents are the result of negotiations between the parties and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation or negotiation. The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to the whole of this Charge including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. The words "Article", "Section", and "Subsection", and similar expressions refer to the specified article, section, subsection or other portion of this Schedule. Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender include the masculine and feminine genders where the context so requires. The headings do not form part of this Charge and have been inserted for convenience of reference only. Any reference to "including" shall mean "including without limitation" whether or not expressly provided. If more than one Person is named as, or otherwise becomes liable for or assumes the obligations and liabilities of the Chargor, then all such Persons shall be jointly and severally liable for all such obligations and liabilities.

ARTICLE 2 CHARGE, PAYMENT AND INTEREST

2.1 Charge

To secure the full and timely payment and performance of the Indebtedness, the Chargor hereby charges the Charged Property to the Chargee. The Charge shall operate until all Indebtedness is fully paid and performed to the Chargee in the manner contemplated by the Charge and the other Loan Documents.

2.2 Covenant to Pay

The Chargor hereby acknowledges itself indebted and covenants with the Chargee to pay the Indebtedness to the Chargee as and when provided in this Charge without any deduction, setoff, abatement, or counterclaim.

2.3 Interest Rate

The principal amount of the Loan shall bear and accrue interest at the Interest Rate both before and after default, demand, maturity and judgment until paid.

2.4 Payment

The Chargor shall pay the Indebtedness to the Chargee as follows:

- (a) interest at the Interest Rate on the principal amount of the Loan or such portion as may be advanced from time to time, calculated daily from the respective dates of such advances, shall become due and payable in monthly instalments on the first day of each calendar month following the date of advance and on the first day of each and every month thereafter and, at the option of the Chargee, may be deducted from any advance;
- (b) any part of the Indebtedness that is not principal or interest on principal will be payable on demand with interest thereon at the Interest Rate; and

(c) the principal amount of the Loan will become due and payable on the Maturity Date.

2.5 Prepayment

The Chargor shall have the right to prepay the Loan pursuant to the terms set out in the Commitment.

2.6 <u>Intentionally Deleted</u>

2.7 Timing and Place of Payment

Notwithstanding any other provision of this Charge, all payments under this Charge shall be made to the Chargee or as it may direct in writing by electronic direct-debit transfer before 1:00 o'clock in the afternoon (Eastern Standard Time) on any day on which payment is to be made. The Chargor shall provide all written authorizations and sample cheques as the Chargee may require from time to time. If for any reason the electronic direct-debit transfer for any payment is made after 1:00 o'clock in the afternoon (Eastern Standard Time) on any particular day, such payment will be deemed to have been made on the next following Business Day for the purpose of calculating interest. If an electronic direct-debit transfer is not made on the day such payment is required to be made, the Chargor will immediately pay the Chargee a reasonable servicing fee as determined by the Chargee or its servicer to cover the administration costs and expenses arising therefrom. Until paid, such servicing fee, together with interest thereon at the Interest Rate shall be added to the Indebtedness and be secured by this Charge.

2.8 Compound Interest

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the Interest Rate will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided in the Provisions section of the electronic Charge/Mortgage to which the Schedule is attached from the time of default, a rest will be made and compound interest at the Interest Rate will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

2.9 Application of Payment

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Loan Documents for any reason (other than the principal amount of the Loan), including sums advanced to pay Realty Taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the Interest Rate from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount of the Loan. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Loan Documents in such order as the Chargee shall determine in its sole discretion.

2.10 Advances and Costs

Neither the preparation, execution nor registration of this Charge or the other Loan Documents shall bind the Chargee to advance all or any part of the principal amount of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the principal amount of the Loan is advanced. Until paid, all Costs together with interest thereon at the Interest Rate shall be added to the Indebtedness and secured by this Charge.

2.11 Proof of Outstanding Amounts

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor and secured by this charge, the amount of advances of the Loan which are outstanding and the

amount of interest and other fees and costs payable or secured under this Charge shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations, Warranties and Covenants

The Chargor represents, warrants to and covenants with the Chargee that:

(a) Organization, Power and Authority

The Chargor (i) is a valid and subsisting general or limited partnership, as the case may be, under the laws of its governing jurisdiction; (ii) has full power, authority and legal right to own the Charged Property and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Loan Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Loan Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) shall maintain in good standing its existence, capacity, power and authority as a partnership and shall not liquidate, dissolve, windup, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith.

(b) Enforceability of Loan Documents

The Loan Documents constitute valid and legally binding obligations of the Chargor, enforceable against it in accordance with their terms, and are not subject to any right of rescission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Loan Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing the Chargor, including any unanimous shareholders' agreement, or any resolution passed by the partners of the Chargor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which the Chargor is a party or by which it or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) <u>Title</u>

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein. The beneficial owner of the Charged Property is GO-TO Vaughan Islington Avenue LP.

(d) **Priority**

This Charge and the other Loan Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to Permitted Encumbrances.

(e) Transfer or Encumbrance of Charged Property

Neither the Chargor nor any other Person having a beneficial or ownership interest in the Chargor, the Charged Property, or any part thereof (which shall include, without limitation, a partnership interest in any partnership that has an interest in the Charged Property) shall directly or indirectly sell, transfer, convey, dispose, or assign any legal or beneficial interest in the Chargor, the Charged Property or any part thereof (whether voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration of record), except with the prior written consent of the Chargee, which consent may be arbitrarily withheld. No Liens shall be created, issued,

incurred or permitted to exist (by operation of law or otherwise) on any part of the Charged Property or any interest therein, other than the security of this Charge and the other Loan Documents, and Permitted Encumbrances. If any other Lien is asserted against the Charged Property, the Chargor shall promptly, and at its expense, (i) give the Chargee a detailed written notice of such Lien (including origin, amount and other terms), and (ii) pay the underlying claim in full or take such other action so as to cause it to be released and discharged or, in the Chargee's discretion, provide a bond or other security satisfactory to the Chargee for the payment of such claim.

(f) Realty Taxes and Utility Charges

All Realty Taxes have been paid when due. The Chargor shall pay all Realty Taxes when due and, within 15 days after the end of each calendar year or upon request by the Chargee from time to time, shall provide the Chargee with evidence satisfactory to the Chargee that all Realty Taxes have been paid when due. The Chargor shall not suffer or permit the joint assessment of the Charged Property with any other real property constituting a separate tax lot or with any other real or personal property. The Chargor shall promptly pay for all utility services provided to the Charged Property when due.

(g) Litigation

The Chargor has no judgments or orders of any court or tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of the Chargor, threatened, against the Charged Property or the Chargor, including any dispute between the Chargor and any governmental authority affecting the Chargor or the Charged Property. Upon becoming aware of any such matters, the Chargor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Chargor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(h) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Land, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(i) Management

There shall be no change in the day-to-day control and management of the Chargor or the Charged Property. The Chargor shall not terminate, replace or appoint any manager or terminate or amend the management agreement for the Chargor or the Charged Property without the Chargee's prior written approval, which approval shall not be unreasonably withheld. Any change in ownership or control of the manager shall be cause for the Chargee to re-approve such manager and the applicable management agreement. Each manager shall hold and maintain all necessary licenses, certifications and permits required by law. The Chargor shall fully perform all of its covenants, agreements and obligations under the management agreement.

(j) Inspection

The Chargee, its servicer, agents, representatives and employees, upon reasonable prior notice to the Chargor, may inspect the Charged Property and conduct such environmental and engineering studies as the Chargee may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Charged Property.

(k) **Operation**; Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, Permitted Encumbrances and all Property Agreements, so as to preserve and protect the Charged Property and maximize the earnings, incomes, rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, the Permitted Encumbrances and all other Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work done under this Subsection 3.1(k) or under Subsection 3.1(n), or otherwise, shall be made in good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws, Permitted Encumbrances and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(1) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, Permitted Encumbrances and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Land since the date of the survey of the Land and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning by-law or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(m) Representations and Warranties on Environmental Matters

To the Chargor's knowledge, (i) no Hazardous Material is now or was formerly used, stored, generated, manufactured, installed, treated, discharged, disposed of or otherwise present at or about the Charged Property or any property adjacent to the Charged Property (except for cleaning and other products currently used in connection with the routine maintenance or repair of the Charged Property in full compliance with Environmental Laws) and no Hazardous Material was removed or transported from the Charged Property, (ii) all permits, licenses, approvals and filings required by Environmental Laws have been obtained, and the use, operation and condition of the Charged Property does not, and did not previously, violate any Environmental Laws, (iii) no civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding has been brought or been threatened, nor have any settlements been reached by or with any parties or any liens imposed in connection with the Charged Property concerning Hazardous Materials or Environmental Laws; and (iv) no underground storage tanks exist on any part of the Charged Property.

(n) Covenants on Environmental Matters

The Chargor shall (i) comply strictly and in all respects with applicable Environmental Laws; (ii) notify the Chargee immediately upon the Chargor's discovery of any spill, discharge, release or presence of any Hazardous Material at, upon, under, within, contiguous to or otherwise affecting the Charged Property; (iii) promptly remove such Hazardous Materials and remediate the Charged Property in full compliance with Environmental Laws or as reasonably required by the Chargee based upon the recommendations and specifications of an independent environmental consultant approved by the Chargee; and (iv) promptly forward to the Chargee copies of all orders, notices, permits, applications or other communications and reports in connection with any spill, discharge, release or the presence of any Hazardous Materials or any other matters relating to the

Environmental Laws or any similar laws or regulations, as they may affect the Charged Property or the Chargor.

The Chargor shall not cause, shall prohibit any other Person within the control of the Chargor from causing, and shall use prudent, commercially reasonable efforts to prohibit other Persons (including tenants) from causing (i) any spill, discharge or release, or the use, storage, generation, manufacture, installation, or disposal, of any Hazardous Materials at, upon, under, within or about the Charged Property or the transportation of any Hazardous Materials to or from the Charged Property (except for cleaning and other products used in connection with routine maintenance or repair of the Charged Property in full compliance with Environmental Laws), (ii) installing any underground storage tanks at the Charged Property, or (iii) conducting any activity that requires a permit or other authorization under Environmental Laws.

The Chargor shall provide to the Chargee, at the Chargor's expense promptly upon the written request of the Chargee from time to time, documents, records, permits, licences, certificates, approvals, orders, agreements, environmental audits, reports, assessments and inspections to assess the presence or absence of any Hazardous Materials and the potential costs in connection with abatement, cleanup or removal of any Hazardous Materials found on, under, at or within the Charged Property.

The Chargee or an agent of the Chargee may conduct on-site inspections and other investigations of the Charged Property and of the current and past uses of the Charged Property and, at the sole option of the Chargee, may require an environmental assessment by a qualified environmental consultant acceptable to the Chargee at any time during the term of this Charge or any renewal or extension hereof. Without in any way limiting the generality of the foregoing, the Chargee or its agent may enter upon the Charged Property upon reasonable notice to the Chargor to conduct environmental testing, site assessment, investigation or study determined necessary by the Chargee, in its sole discretion. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its agents to be in possession, management or control of the Charged Property.

The results of all such inspections, investigations, tests, studies and assessments shall be satisfactory to the Chargee and, without limitation, evidence the absence of any Hazardous Materials at the Charged Property and the absence of any contamination of any part of the Charged Property by any Hazardous Materials. If the results of an environmental assessment, inspection, test, study or investigation conducted during the term of the Charge or any renewal or extension thereof are not satisfactory to the Chargee, then, at the option of the Chargee, the entire Indebtedness shall become immediately due and payable. In this regard, the acceptance of any payments by the Chargee at any time during or after the term of the Charge or any renewal or extension thereof shall not constitute a waiver of or otherwise prejudice the right of the Chargee to demand and receive full repayment of the Charge.

All costs of such inspections, investigations and environmental assessments shall be borne by the Chargor, shall be paid on demand by the Chargee and shall be secured by this Charge.

(o) Environmental Indemnity

As between the Chargor and the Chargee, all risk of loss associated with non-compliance with Environmental Laws, or with the presence of any Hazardous Materials at, upon, within, contiguous to or otherwise affecting the Charged Property, shall lie solely with the Chargor. Accordingly, the Chargor shall bear all risks and costs associated with any loss (including any loss in value attributable to Hazardous Materials), damage or liability therefrom, including all costs of removal of Hazardous Materials or other remediation required by the Chargee or by law. The Chargor shall indemnify, defend and hold the Chargee and its shareholders, directors, officers, employees and agents harmless from and against all loss, liabilities, damages, claims, costs and expenses (including reasonable costs of defence and consultant fees, investigation and laboratory fees, court costs, and other litigation expenses) arising out of or associated, in any way, with (i) the non-compliance with Environmental Laws, (ii) the existence of Hazardous Materials in, on, or about the Charged Property, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials, (iv) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials, (v) a breach of any representation, warranty or covenant contained in Subsections 3.1(m), (n) or (o) whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute

or common law, or (vi) the imposition of any environmental lien encumbering the Charged Property; provided, however, the Chargor shall not be liable under such indemnification to the extent such loss, liability, damage, claim, cost or expense results solely from the Chargee's gross negligence or wilful misconduct. The Chargor's obligations under this Subsection 3.1(o) shall arise whether or not any governmental authority has taken or threatened any action in connection with the presence of any Hazardous Materials, and whether or not the existence of any such Hazardous Materials or potential liability on account thereof is disclosed and shall continue notwithstanding the repayment of the Loan or any transfer or sale of any right, title and interest in the Charged Property (by foreclosure, deed in lieu of foreclosure or otherwise). Additionally, if any Hazardous Materials affect or threaten to affect the Charged Property, the Chargee may (but shall not be obligated to) give such notices and take such actions as it deems necessary or advisable at the expense of the Chargor in order to abate the discharge of any Hazardous Materials or remove the Hazardous Materials, Any amounts payable to the Chargee by reason of the application of this Subsection 3.1(o) shall become immediately due and payable and shall bear interest at the Interest Rate from the date loss or damage is sustained by the Chargee until paid. The obligations and liabilities of the Chargor under this Subsection 3.1(o) shall survive the making of any advance or replacement of the Loan, any full or partial release, termination or discharge of any Loan Document or the security thereof and any remedial proceedings taken by or on behalf of the Chargee under any Loan Document or otherwise at law or in equity.

(p) Full and Accurate Disclosure

None of the Loan Documents, Property Agreements, Permitted Encumbrances and other documents and materials provided by or on behalf of the Chargor to the Chargee contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact made by or on behalf of the Chargor in this Charge or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to the Chargor which has not been disclosed to the Chargee which adversely affects, nor as far as the Chargor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(q) Financial Statements, Reports and Budgets

- (i) The financial statements and net worth statements (if any) delivered by the Chargor to the Chargee in connection with the Chargor, any guarantor, indemnifier or beneficial owner and the Loan are true and correct with no material change since the date of preparation to the date of the Loan advance. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor.
- (ii) The Chargor shall furnish to the Chargee:
 - (a) copies of all management reports, if any, provided to the Chargor from time to time, within 10 days after the same are provided to the Chargor;
 - (b) within 15 days before each anniversary of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year;
 - (c) within 120 days after the end of each fiscal year of the Chargor, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Chargor, each Covenantor, and the Charged Property, and, if required by the Chargee, prepared on a review basis and certified by an independent public accountant reasonably satisfactory to the Chargee;

- (d) updated financial statements and/or net worth statements annually for each Covenantor (as hereinafter defined);
- (e) quarterly updates regarding zoning approval and servicing progress, costs, and sals activity relating to the Project (as defined in the Commitment);
- (f) if required by the Chargee, monthly accounting of any and all HST collected by or due to the Chargor or any Covenantor; and
- (g) such other financial and supporting information requested by the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee).

- (iii) The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any guarantor, indemnifier or beneficial owner and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.
- At least thirty (30) days prior to the commencement of each of its fiscal (iv) years, the Chargor will provide to the Chargee its proposed annual operating and capital improvements budget for such fiscal year for the Charged Property (the "Annual Operating Budget") for review and approval by the Chargee. Each operating budget shall contain such usual, proper and reasonable categories and breakdowns for items of revenue, expenses and cash flow as dictated by reasonable and prudent practice, and as would be prepared by reasonable and prudent building owners and managers similar to the Charged Property, with monthly and year-to-date columns. The Chargee shall be entitled to advise as to whether or not it is satisfied with the Annual Operating Budget and, if it is not satisfied, its proposals as to modification or amendment. The Annual Operating Budget as revised and approved by the Chargee shall become the Chargee approved operating budget for the Charged Property for the next succeeding fiscal period. If the Chargee has areas of dissatisfaction upon which it and the Chargor are unable to agree, then the balance of the Annual Operating Budget shall be deemed to be approved by the Chargee and the areas in dispute shall be governed by the most recent Chargee approved operating budget until the dispute is resolved. If any such dispute is not resolved within 30 days after the Chargee has identified the areas of dissatisfaction, then either the Chargor or the Chargee may commence arbitration proceedings under the Arbitration Act, 1991 (Ontario) to resolve the dispute, and the result of such arbitration shall be binding on the parties hereto.

(r) Tax Returns

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

(s) Notice of Certain Events

Upon becoming aware of same, the Chargor shall promptly notify the Chargee of any Event of Default or other events which, with the giving of notice, lapse of time or both, would constitute an Event of Default. The Chargor represents and warrants to the Chargee that no such Event of Default or other event has occurred as of the date of the Loan advance.

(t) Estoppel Certificates

The Chargor, within 10 days after request, and without charge, shall furnish to the Chargee a written statement, duly acknowledged, setting forth the amount due on the Loan, the terms of payment of the Loan, the date to which interest has been paid, whether any offsets or defences exist against the Loan and, if any are alleged to exist, the nature thereof in detail, and such other matters as the Chargee reasonably may request.

(u) Further Assurances

The Chargor shall promptly (i) cure any defects in the execution and delivery of the Loan Documents and (ii) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as the Chargee may reasonably request to further evidence and more fully describe the collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any liens created under any of the Loan Documents or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith.

(v) <u>Leasing</u>

All Leases entered into after the date of registration of this Charge and all terminations or surrenders of Leases proposed to be done or agreed to after such date shall first be approved by the Chargee.

3.2 **Due on Sale or Encumbrance**

If, without the prior written consent of the Chargee, the Chargor or any beneficial or unregistered owner of the Charged Property:

- (a) directly or indirectly sells, conveys, transfers, or disposes of all or any part of the Charged Property or any interest therein or agrees to do so; or
- is a corporation or company and the effective voting control of such corporation or company changes, or if such corporation or company merges or amalgamates with any other corporation or company; or
- (c) creates, assumes or permits to exist any Lien (whether prior or subordinate to the security of this Charge and the other Loan Documents) on all or any part of the Charged Property;

then, the Chargee may, at its option, declare the Indebtedness to be immediately due and payable and all powers conferred by the Charge and the other Loan Documents, at law or in equity shall become exercisable, including the power of sale herein contained. This provision shall apply to every sale, conveyance, transfer, disposition or Lien of the Charged Property regardless of whether voluntary or not. The Chargee's consent to one sale, conveyance, transfer, disposition or Lien of the Charged Property or any interest in the Charger shall not be deemed to be a waiver of the Chargee's right to require such consent to any future occurrence of same.

3.3 Survival of Representations, Warranties and Covenants

The representations, warranties, covenants and obligations of the Chargor in each of the Loan Documents are now and will continue to be true and correct at all times until the Loan is repaid in full and shall survive the making of any advance or partial repayment of the Loan, any full or partial release, termination or discharge of any Loan Document or security, and any remedial proceedings taken by the Chargee under any Loan Document or otherwise at law or in equity and shall be fully effective and enforceable by the Chargee notwithstanding any due diligence performed by or on behalf of the Chargee or any breach or other information (to the

contrary or otherwise) known to the Chargee at any time.

ARTICLE 4 INSURANCE, DAMAGE AND DESTRUCTION

4.1 <u>Insurance</u>

The Chargor shall maintain insurance as follows:

- Property and Business Interruption Insurance The Chargor shall keep the Charged Property insured against damage by fire and the other hazards covered by a standard extended coverage and all-risk insurance policy for the full insurable value thereof (including footings and foundation) on a replacement cost claim recovery basis (without reduction for depreciation or co-insurance and with such endorsements as the Chargee may require), and shall maintain such other property insurance as required by the Chargee from time to time. The Chargee reserves the right to require from time to time the following additional insurance: boiler and machinery; flood; earthquake/sinkhole; worker's compensation and/or building law or ordinance. The Chargor shall maintain use and occupancy insurance covering, as applicable, rental income or business interruption, with coverage in an amount not less than 12 months anticipated gross rental income or gross business earnings, as applicable in each case, attributable to the Charged Property. The Chargor shall not maintain any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise reasonably satisfactory to the Chargee in all respects. The proceeds of insurance paid on account of any damage or destruction to the Charged Property shall be paid to the Chargee to be applied as provided in Subsection 4.2.
- (b) <u>Liability</u> The Chargor shall maintain "Comprehensive General Liability Form" of commercial general liability insurance coverage with the "Broad Form CGL" endorsement (or a comparatively worded form of coverage) with respect to the Charged Property providing for limits of liability of not less than \$5,000,000 for both injury to or death of a person and for property damage per occurrence, and such other liability insurance as reasonably required by the Chargee from time to time.
- Construction During the period in which construction of the Improvements is (c) taking place, the Chargor shall maintain or cause to be maintained (i) builder's "all risk" (including coverage for the perils of earthquake, flood, and sewer backup) insurance on a replacement cost, no co-insurance basis, for an amount covering insured physical loss or damage representing not less than 100% of the total hard costs of the Project plus at least 25% of total soft costs of the Project (each as approved by the Chargee), with loss payable to the Chargee, as its interest may appear, including an Insurance Bureau of Canada approved mortgage clause acceptable to the Chargee and (ii) wrap-up liability insurance in an amount per occurrence that is satisfactory to the Chargee from time to time, for third party bodily injury and/or property damage liability and in the aggregate for products and completed operations liability, in which policy or policies of insurance the definition of insured shall include, in addition to the Chargor, all contractors, subcontractors and trades engaged in the Project with respect to work or operations at the Project, provided that such work or operations directly relate to the Charged Property. The architects and engineers engaged in any Project at the Charged Property will maintain professional liability insurance for an amount satisfactory to the Chargee per claim and in the annual aggregate.
- (d) Form and Quality All insurance policies shall be in form and substance acceptable to the Chargee and shall name the Chargee as a first mortgagee, an additional insured, and loss payee or chargee thereunder, as its interest may appear, with loss payable to the Chargee, without contribution, under a standard Canadian mortgage clause. All such insurance policies and endorsements shall be fully paid for and shall have a term of not less than one year. All insurers shall be acceptable to the Chargee in its sole discretion. Each policy shall provide that such policy may not be cancelled or materially changed except upon 30 days' prior written notice of

intention of non-renewal, cancellation or material change to the Chargee and that no act or thing done by the Chargor shall invalidate any policy as against the Chargee, Original or certified copies of all insurance policies shall be delivered by the Chargor to and held by the Chargee prior to the Loan advance, provided that if insurance certificates or binders evidencing such insurance and acceptable to the Chargee are delivered prior to the Loan advance, such insurance policies may be delivered to the Chargee within 60 days thereafter. Upon renewal or amendment of any policy from time to time, the Chargor shall provide the Chargee with a copy of the renewal or amendment within 10 Business Days of it being issued. Blanket policies shall be permitted only if the Chargee receives appropriate endorsements and/or duplicate policies containing the Chargee's right to continue coverage on a pro rata pass-through basis and that coverage will not be affected by any loss on other properties covered by the policies. The Chargor shall pay or cause to be paid all the premiums for such policies as the same become due and payable in advance except to the extent provision for such payment has been made from a reserve fund established under the Commitment. If the Chargor fails to pay such premiums when due, the Chargee may obtain such insurance and pay the premium therefor and the Chargor shall, on demand, immediately reimburse the Chargee for all expenses incurred in connection therewith. The Chargor shall assign the policies and proceeds of insurance to the Chargee, in such manner and form that the Chargee and its successors and assigns shall at all times have and hold the same as security for the payment of the Loan. The Chargor hereby authorizes and directs the issuer of any such insurance or awards to make payment directly to the Chargee. The proceeds of insurance policies coming into the possession of the Chargee shall not be deemed trust funds, and the Chargee shall be entitled to apply such proceeds as herein provided.

- (e) Adjustments The Chargor shall give immediate written notice of any loss to the insurance carrier and to the Chargee. The Chargor hereby irrevocably authorizes and empowers the Chargee, as attorney-in-fact for the Chargor coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom the Chargee's reasonable expenses incurred in the collection of such proceeds. Nothing contained in this Section 4.1(e), however, shall require the Chargee to incur any expense or take any action hereunder.
- (f) Compliance with Insurance Policies The Chargor promptly shall comply with, and shall cause the Charged Property to comply with, all the terms of each insurance policy required by this Charge and all requirements of the insurer of each such policy. The Chargor shall not by any action or omission invalidate any insurance policy required to be carried hereunder or materially increase the premiums on any such policy above the normal premium charged by the carrier of such policy.

4.2 Use and Application of Insurance Proceeds

If the Charged Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Charger shall give prompt notice thereof to the Chargee. All insurance proceeds and expropriation awards arising in respect of the Charged Property shall, at the option of the Chargee in its sole discretion, be applied in reduction of the Indebtedness, whether or not the Indebtedness is at that time due and payable and whether or not any Event of Default has occurred. Following the occurrence of such damage or destruction, the Chargor, regardless of whether insurance proceeds are available, shall promptly proceed to restore, repair, replace or rebuild the same to be of at least equal value and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with Applicable Laws.

ARTICLE 5 EVENTS OF DEFAULT

5.1 Events of Default

Each of the following shall constitute an Event of Default under this Charge:

- (a) the failure of the Chargor or any guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Indebtedness or the Charged Property (collectively, with the Chargor, the "Covenantors") to pay any regularly scheduled instalment of principal, interest or other amount due under the Loan Documents when due, or the Covenantors' failure to pay any amount relating to the Loan when due, including the outstanding amount payable at the Maturity Date, whether by acceleration or otherwise;
- (b) the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Loan Documents;
- (c) any representation or warranty of any Covenantor in any Loan Document or in any financial statement, rent roll or other document at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) proceedings are commenced by any Person seeking the dissolution, liquidation, winding-up or termination of any Covenantor or a resolution is passed or an order is made for the dissolution, liquidation or winding-up of or termination of any Covenantor or other cancellation or suspension of its incorporation or termination of its existence;
- (e) a decree or order of a court of competent jurisdiction is entered adjudging any Covenantor a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up, reorganization, reconstruction or arrangement of any Covenantor under the Companies' Creditors Arrangement Act (Canada), the Bankruptcy and Insolvency Act (Canada) or the Winding-Up and Restructuring Act (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or ordering the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;
- (f) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act (Canada)* or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act (Canada)*, the *Winding-Up and Restructuring Act (Canada)* or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such petition;
- a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings is appointed, or if a monitor is appointed in respect of any Covenantor;
- (h) an encumbrancer takes possession of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
- (i) all or any part of the Charged Property becomes subject to any Lien, other than the Permitted Encumbrances, the Lien of this Charge and the other Loan Documents;
- (j) any default by any Covenantor or the Chargor under any of the Permitted Encumbrances or under any other security or agreement made or assumed by any Covenantor (or by which it is bound) in favour of any person in connection with

the Charged Property or made or assumed by any Covenantor (or by which it is bound) in favour of the Chargee whether or not such security or agreement is in connection with the Charged Property;

- (k) any sale, transfer, conveyance, or assignment of any part or all of the Charged Property, or any interest therein, or of any interest in the Chargor, except as permitted by this Charge;
- (1) a final judgment or decree for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee, acting reasonably, would materially and adversely affect the ability of such Covenantor to fulfil its obligations to the Chargee under the Loan or any of the Loan Documents;
- (m) any part of the Charged Property is condemned or expropriated; or
- (n) any other Event of Default under any other Loan Document.

This Charge is cross-defaulted and cross-collateralized with the mortgage granted by Go-To Vaughan Islington Avenue 2 Inc. to the Chargee, charging the real property located at 7400 Islington Avenue, Vaughan, Ontario (the "7400 Islington Charge"). If an event of default occurs under the 7400 Islington Charge, then a default and an event of default shall be deemed to have occurred under this Charge. It is acknowledged that the Indebtedness secured by this Charge includes all indebtedness and obligations owing to the Chargee under the 7400 Islington Charge.

ARTICLE 6 REMEDIES

6.1 Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Loan Documents, and otherwise at law and in equity shall immediately become enforceable.

6.2 Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive such surplus. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all costs, charges and expenses (including, without limitation, legal fees on a substantial indemnity basis) incurred in inspecting the Charged Property, which the Chargee

shall be entitled to do, or about taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

6.3 Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such rents (which may extend beyond the Maturity Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which leases shall have the same effect as if made by the Chargor; and
- (d) pay from such Rents received all expenses of maintaining, preserving, protecting and operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the Interest Rate and to enter into contracts and undertake obligations for the foregoing purposes upon the security hereof,

and all costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any Person appointed by the Chargee for the above purposes, and all reasonable legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the Interest Rate, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The Chargee shall not be liable for any loss or damage sustained by the Chargor or any other Person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Loan Document or otherwise at law or in equity.

6.4 Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise all of the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver set out in Section 6.5 and the power to enter into agreements, to grant or agree to mortgages and other encumbrances, and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distrain therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distrain for arrears of principal or other monies owing hereunder in the same manner

as if the same were arrears of interest.

6.5 Receiver

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may, in its sole discretion, at such time and from time to time and with or without entry into possession of the Charged Property or any part thereof by writing appoint a receiver or receiver and manager (hereinafter referred to as a "Receiver") of the Charged Property or any part thereof and with or without security and may from time to time by similar writing remove any Receiver and appoint another in his stead and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any such Receiver or Receivers from time to time the following provisions shall apply:

- the statutory declaration of an officer of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;
- (b) every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect of the Charged Property or any part thereof whether in respect of any tenancies created in priority to these presents or subsequent thereto;
- (c) every such Receiver may, in the discretion of the Chargee and by writing, be vested with all or any of the powers and discretions of the Chargee under this Charge and the other Loan Documents, including without limitation the power to:
 - (i) exercise the powers of the Chargee set out in Sections 6.2, 6.3 and 6.4, as if the word "Chargee" in those Sections was replaced with the word "Receiver", and every such Receiver shall have authority to execute any lease of any premises in the Charged Property in the name of and on behalf of the Chargor, and the Chargor undertakes to ratify and confirm whatever any such Receiver may do on the Charged Property;
 - (ii) complete any unfinished construction upon the Charged Property or any part thereof, including without limitation the power to:
 - (A) appoint and engage superintendents, architects, engineers, decorators, planners, consultants, managers, advisors and such other personnel which, in the discretion of the receiver, may be required to complete the construction, furnishing and operation of the Charged Property or any part thereof;
 - (B) enter into contracts for the supply of materials and services which the receiver deems necessary for the completion and operation of the Charged Property or any part thereof;
 - (C) enter into and enforce and take the benefit of contracts and arrangements in respect of the Charged Property or any part thereof which provide loans, grants, licences, concessions or franchises from municipal or other governmental authorities or from any other source whatsoever;
 - (D) enforce, use and take the benefit of construction contracts, contracts for services or materials, performance bonds, insurance contracts, development agreements, plans, studies, reports, information or any other matter, material or arrangement in respect of the Charged Property or any part thereof;
 - (E) arrange financing and borrow money on such terms as the receiver deems reasonable in the circumstances and which the receiver deems necessary, to pay for any of the matters herein mentioned which financing may be secured against the Charged Property or any part thereof in priority to this Charge or otherwise; and
 - (F) terminate any contracts or arrangements made by the Chargor in

connection with the Charged Property on such terms as the receiver deems reasonable;

- (iii) mortgage, operate, use, amend, repair, alter or extend the Charged Property or any part thereof in the name of the Chargor; and
- (iv) grant extensions of time, take and perfect or abstain from taking and perfecting security, give up security, accept compositions or compromises, grant releases and discharges, and release any part of the Charged Property or otherwise deal with the Chargor, debtors of the Receiver, sureties and others and with the Charged Property and other security as the Receiver sees fit without prejudice to the liability of the Chargor to the Chargee or the Chargee's rights hereunder;
- (d) the Chargee may from time to time by such writing fix the remuneration of every such Receiver who shall be entitled to deduct the same out of the Charged Property or the proceeds thereof;
- (e) every such Receiver shall, so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (f) the appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Charged Property or any part thereof; and
- (g) no such Receiver shall be liable to the Chargor to account for monies or damages other than cash received by him in respect of the Charged Property or any part thereof and out of such cash so received every such Receiver shall in the following order pay:
 - (i) its remuneration aforesaid;
 - (ii) all payments made or incurred by it in connection with the management, operation, repair, alteration or extension of the Charged Property or any part thereof;
 - (iii) in payment of interest, principal and other monies which may, from time to time, be or become charged upon the Charged Property in priority to this Charge, and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Charged Property or any part thereof,
 - (iv) in payment to the Chargee of all Indebtedness and all reserves payable under the Commitment, to be applied by the Chargee in such order as the Chargee may determine, and
 - (v) thereafter any surplus remaining in the hands of every such Receiver after payments made as aforesaid shall be accountable to the party entitled by law to receive such surplus.

The Chargee may at any time and from time to time terminate any such receivership by notice in writing to the Chargor and to any such Receiver. Save as to claims for accounting under subsection (g) of this Section, the Chargor hereby releases and discharges the Chargee and every such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under him by reason or as a result of anything done by the Chargee or any successor or assign claiming through or under it or any such Receiver under the provisions of this Section unless such claim be the direct and proximate result of its gross negligence or wilful misconduct.

6.6 Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, including without limitation any failure to pay any amount due to any party under any reciprocal shared facilities agreement or similar agreement with respect to the Charged Property, then while any Event of Default exists, and without notice to or demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all losses, expenses, damages, claims and causes of action, including legal fees (on a solicitor and client basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to the provisions of this Subsection 6.6. All sums paid by the Chargee pursuant to this Subsection 6.6, including without limitation any failure to pay any amount due to any party under any reciprocal shared facilities agreement or similar agreement with respect to the Charged Property, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the Interest Rate from the date of such payment or expenditure until paid, shall be added to the Indebtedness, shall be secured by the Loan Documents and shall be paid by the Chargor to the Chargee upon demand.

6.7 Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Loan Document or otherwise at law or in equity.

6.8 Judgments

The taking of a judgment or judgments against the Chargor or any other Person for breach of its obligations contained in this Charge or any other Loan Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the Interest Rate. Any such judgment may provide that interest thereon will be computed at the Interest Rate until such judgment is fully paid and satisfied.

6.9 Remedies Cumulative

The rights and remedies of the Chargee under the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies otherwise provided at law or in equity. No right or remedy of the Chargee shall be exclusive of or dependent on any other right or remedy and any one or more of such rights and remedies may be exercised independently or in combination from time to time. Any single or partial exercise by the Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in any Loan Document shall not waive, alter, affect or prejudice any other right or remedy to which the Chargee may be lawfully entitled for such default or breach.

6.10 Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any Person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Person or Persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived,

and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

6.11 Discharge of Charge and Release

The Chargee will have a reasonable period of time after full payment and satisfaction of the Indebtedness to prepare and execute a discharge of this Charge. Interest at the Interest Rate will continue to run and accrue on all Indebtedness until full payment has been received by the Chargee, All reasonable legal and other expenses for the preparation, execution, delivery and registration of the discharge shall be paid by the Chargor upon demand. The Chargor shall register such discharge. The Chargee may release in its discretion and at any time any Person or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other Person from this Charge or from any of the covenants contained in this Charge, and without being accountable to the Chargor for the value of the Charged Property released or for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Chargor and all other Persons and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Loan Documents.

ARTICLE 7 MISCELLANEOUS

7.1 Notice

Any notice, demand or other communication required or permitted to be given or made to the Chargor pursuant to this Charge may be given or made in any manner permitted or provided by the laws applicable thereto, notwithstanding any provision of any other Loan Document to the contrary. Subject to the foregoing, any such notice, demand or communication may be given or made, at the option of the Chargee by personal delivery, by prepaid ordinary, electronic transmission or registered mail (to the address for service of the Chargor set out in this Charge or to the last known address of the Chargor as shown in the Chargee's records) or by facsimile transmission to the facsimile number of the Chargor set out herein or the last known facsimile number of the Chargor as shown in the Chargee's records. Such notice will be sufficient although not addressed to any Person by name or designation and notwithstanding that any Person to be affected thereby may be unknown, unascertained or under a disability. Subject to Applicable Laws, the giving of such notice in the manner aforesaid will be as effective as if the notice had been personally served on all Persons required to be served therewith.

Subject to this Section 7.1, any demand, notice or communication to be made or given in connection with this Charge or any of the Loan Documents shall be in writing and may be made or given by personal delivery, by registered mail, electronic transmission or by facsimile transmission addressed to the recipient as follows: (i) to the Chargor: 1267 Cornwall Road, Suite 301, Oakville, Ontario, L6J 7T5, Attention: Oscar Furtado, Facsimile No.:______

_____; (ii) to the Chargee: 41 Scarsdale Road, Unit 6, Toronto, Ontario, M3B 2R2, Attention: Brian Dorr, Facsimile No.: 1-866-839-7075, or to such other address, individual or facsimile number as any party may designate by notice given to the other(s) in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof, and if made or given by registered mail, on the third Business Day following the deposit thereof in the mail, and if made or given by facsimile transmission, on the first Business Day following the transmittal thereof. If the party giving any demand, notice or other communication knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such demand, notice or other communication shall not be mailed, but shall be given by personal delivery or by facsimile transmission.

7.2 General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this subsection shall become immediately due and payable and shall bear interest at the Interest Rate from the date loss or damage is sustained by the Chargee until paid.

7.3 <u>Disclosure</u>

The Chargor acknowledges that the Chargee and its successors and assigns may sell or transfer or grant a participation in all or any interest in the Loan and Loan Documents to a third party, without further notice to or consent of the Chargor. The Chargor shall co-operate with the Chargee in any such sale, transfer or grant. The Chargor shall provide such information, legal opinions and documents relating to the Chargor, the Charged Property and any tenants of the Charged Property as the Chargee may reasonably request in connection with such sale, transfer or grant at no cost or expense to the Chargee. The Chargee and each Person having an interest in the Loan from time to time may release, disclose, exchange, share, transfer and assign as it may determine in its sole discretion, all information and materials (including financial statements and information concerning the status of the Loan, such as existing or potential Loan defaults, Lease defaults or other facts or circumstances which might affect the performance of the Loan) provided to or obtained by the Chargee relating to the Chargor, any guarantor, indemnitor or beneficial owner, the Charged Property or the Loan (both before and after the Loan advance and/or default) without notice to or the consent of the Chargor or any other Person to any prospective purchaser, transferee or grantee of the Loan and their respective employees, third party advisors and agents.

7.4 Amendments and Waivers

No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

7.5 <u>Time of the Essence</u>

Time is of the essence with respect to this Agreement.

7.6 Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Loan Documents, shall operate as a waiver thereof.

7.7 Governing Law

This Charge and the Loan Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

7.8 Successors and Assigns

This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

7.9 No Merger

Notwithstanding the execution and delivery of this Charge and the other Loan Documents and the advance of all or part of the Loan, the Commitment shall remain in full force and effect and the provisions thereof are intended not to merge or be extinguished. In the event of any conflict or inconsistency between the provisions of this Charge and the provisions of the Commitment, the provisions of the Commitment shall prevail to the extent of any such conflict or inconsistency. In the event of any conflict or inconsistency between the provisions of this Charge and the provisions of any other Loan Document (other than the Commitment), the provisions of this Charge shall prevail to the extent of any such conflict or inconsistency. This Charge is intended to supplement and not derogate from the other Loan Documents.

7.10 Currency

All dollar references in this Charge are expressed in Canadian dollars.

7.11 Obligations as Covenants

Each obligation of the Chargor expressed in this Charge, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

7.12 Land Registration Reform Act

The parties hereby exclude from this Charge all of the covenants deemed to be included by section 7(1) of the *Land Registration Reform Act* (Ontario) (the "Act"), which covenants are hereby replaced by the covenants and agreements contained herein.

7.13 Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

7.14 Limit on Rate of Interest

- (a) If any provision of the Charge would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:
 - (i) firstly, by reducing the amount or rate of interest required to be paid to the Chargee under Section 2.3; and
 - (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Chargee which would constitute interest for purposes of section 347 of the *Criminal Code* (Canada).
- (b) Notwithstanding the provisions of this Section 7.14, and after giving effect to all adjustments contemplated thereby, if the Chargee shall have received an amount in excess of the maximum permitted by Subsection 7.14(a), then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee in an amount equal to such excess, and pending such reimbursement, such amount shall be deemed to be an amount payable by the Chargee to the Chargor.
- (c) Any amount or rate of interest referred to in this Section 7.14 shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of the Loan on the assumption that

any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the date of the first advance of the Loan to the Maturity Date and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

7.15 Credit and Personal Information Investigations

Each of the Covenantors and their respective principal(s) each acknowledges that for credit purposes the Chargee (including its agents and those to whom the Chargee may assign all of any portion of its interest in the Loan) will collect, use and, where necessary, disclose information in connection with the Commitment and this Charge and will consult its existing files about each of them. Credit purposes include, without limitation, (i) assessing and processing the Commitment and this Charge; (ii) administering the Loan; (iii) enforcing any obligation owed by any Covenantor under or in respect of the Loan or any principal; (iv) fraud prevention; and (v) credit reporting. Each of the Covenantors and their respective principal(s) each hereby authorizes the Chargee, now or at any time in the future, to the extent necessary for credit purposes, to collect, use and disclose information about each of them and each of their creditworthiness, including, without limitation, information collected and exchanged with third parties (such as references, personal information agents, credit reporting bureaus and other institutions with whom any of the Covenantors or any principal may have financial dealings). Such third parties are hereby authorized to disclose to the Chargee any information it requests pursuant to this Section.

7.16 Advances

- (a) It is understood and agreed by the parties hereto that the monies to be advanced hereunder will be advanced in stages as the installation of services and the construction of the buildings on the Charged Property proceeds or as the conditions as enumerated by the Commitment are complied with.
- (b) The Chargor agrees to pay to the Chargee on each occasion when an inspection of the Charged Property is required in order to confirm servicing and construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Chargee or its agents may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their reasonable fees and disbursements for each subsearch and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Chargee shall be entitled to all rights and remedies with respect to the collection thereof as it would have with respect to collection of principal and interest hereunder or at law.
- (c) Prior to any advances, the Chargor agrees to provide the Chargee with copies of final construction plans and specifications and copies of all contracts entered into or to be entered into for the installation of services and/or construction of buildings on the Charged Property.

APPENDIX I

As used herein, the following terms have the following meanings unless there is something in the subject matter or context inconsistent therewith:

"Act" has the meaning set out in Section 7.12.

"Applicable Laws" means, in respect of any Person, property, transaction or event, all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Business Day" means a day other than a Saturday, a Sunday, or a statutory or civic holiday in the Province of Ontario.

"Charge" means collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule.

"Charged Property" means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is attached, together with any greater estate therein as hereafter may be acquired by the Chargor (the "Land"), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Land from time to time (the "Improvements"), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items of personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the "Fixtures"), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Land and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the "Leases"), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Land and the Improvements (the "Rents"), (g) all other agreements, including without limitation property management agreements, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (the "Property Agreements"), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements or Fixtures and (k) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Chargee" means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective successors and assigns.

"Chargor" means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

"Commitment" means the commitment letter dated June 29, 2021, from the Chargee to GO-TO Vaughan Islington Avenue Inc., as it may be amended, restated or reissued from time to time.

"Costs" means all fees, costs, charges and expenses incurred by or on behalf of the Chargee for or incidental to (a) preparing, executing and registering the Loan Documents, (b) collecting payments due to the Chargee under the Loan Documents, (c) enforcing and realizing on this Charge and the other Loan Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, (e) exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agents' costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licenses, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Loan Documents, (i) all legal fees and disbursements in connection with the Loan, on a full indemnity basis, and (j) any other fees, costs, charges or expenses payable to the Chargee under the Commitment or any of the Loan Documents or otherwise at law or in equity. "Costs" will also include interest at the Interest Rate on all such fees, costs, charges and expenses.

"Covenantors" has the meaning set out in Subsection 5.1(a).

"Environmental Laws" means all Applicable Laws, now or hereafter enacted, governing the environment or natural resources, occupational health and safety matters and/or Hazardous Materials, including, without limitation, such laws governing or regulating (a) the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, (b) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in Charged Property, or (c) the presence of Hazardous Materials on or at the Charged Property.

"Event of Default" has the meaning set out in Article 5.

"Fixtures" has the meaning set out in the definition of Charged Property in this Appendix.

"Hazardous Materials" means (a) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (b) asbestos or asbestos-containing materials, (c) polychlorinated biphenyls (PCBs), (d) radon gas, (e) underground storage tanks, (f) any explosive or radioactive substances, (g) lead or lead-based paint, or (h) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined by any governmental authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws.

"Improvements" has the meaning set out in the definition of Charged Property in this Appendix.

"Indebtedness" means all existing and future indebtedness and other covenants, obligations and liabilities owing by the Chargor to the Chargee from time to time pursuant to the Loan and the Loan Documents, matured or not, direct or indirect, absolute or contingent, including without limitation (a) the principal amount of the Loan, (b) all interest and compound interest at the Interest Rate, (c) Costs, (d) the Prepayment Charge, if any, (e) any amount, cost, charge, expense or interest which has been added to the Indebtedness under the Loan Documents or which is otherwise due and payable thereunder or secured thereby, and (f) the payment, performance, discharge and satisfaction of all other obligations of the Chargor to the Chargee under or in respect of the Loan, the Indebtedness and/or Loan Documents.

"Interest Adjustment Date" means the Interest Adjustment Date specified in the Provisions section of the electronic Charge/Mortgage to which the Schedule is attached.

"Interest Rate" means the rate of interest set out in the Commitment.

"Land" has the meaning set out in the definition of Charged Property in this Appendix.

"Leases" has the meaning set out in the definition of Charged Property in this Appendix,

"<u>Lien</u>" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encroachments of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to GO-TO Vaughan Islington Avenue 2 Inc. (on its own behalf and on behalf GO-TO Vaughan Islington Avenue 2 LP) and to GO-TO Vaughan Islington Avenue Inc. (on its own behalf and on behalf GO-TO Vaughan Islington Avenue LP) in the original principal amount of \$9,100,000.00 and all other amounts secured by this Charge and the other Loan Documents.

"Loan Documents" means, collectively, all documents, instruments, agreements and opinions now or hereafter evidencing, securing, guaranteeing and/or relating to the Loan and the Indebtedness or any part thereof, including the Commitment, this Charge, and the Security referred to in the Commitment. Reference in this Charge to any Loan Document or other instrument or agreement shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

"Maturity Date" means the Balance Due Date specified in the Provisions section of the electronic Charge/Mortgage to which the Schedule is attached.

"Payment Date" means the first day of each calendar month in each and every year commencing on the first day of the first calendar month following the Interest Adjustment Date and ending on the Maturity Date.

"Permitted Encumbrances" means as of any particular time any of the following encumbrances, provided that the Chargee is satisfied in its sole discretion that same do not, in the aggregate, materially impair the servicing, development, construction, operation, management or marketability of the Charged Property, or the validity, enforceability or priority of security of this Charge and the other Loan Documents: (a) Liens for Realty Taxes or utility charges in either case only if same are not yet due or payable; (b) registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any governmental authority or public utility, or any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility provided in each case that (i) same has been complied with and (ii) the Chargee is satisfied in its sole discretion with the nature, scope and cost of any outstanding obligations thereunder and security has been posted to ensure performance of all such obligations; (c) any subsisting reservations contained in the original grant of the Land from the Crown; (d) Leases which are either disclosed by the Chargor to the Chargee prior to the Loan advance in a rent roll or other document, or entered into after the Loan advance in accordance with the Loan Documents; and (e) such other Liens consented to in writing by the Chargee in its sole discretion.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Property Agreements" has the meaning set out in the definition of Charged Property in this Appendix.

"Realty Taxes" means all taxes, duties, rates, imposts, levies, assessments and other similar charges, whether general or special, ordinary or extraordinary, or foreseen or unforeseen and all related interest, penalties and fines which at any time may be levied, assessed, imposed or be a Lien on, against or in respect of the Charged Property or any part thereof, the Chargor or any beneficial or unregistered owner with respect to its interest in the Charged Property, or any leasing, occupancy, operation, use or possession of the Charged Property.

"Registry Office" means the Land Registry Office for the Land Titles Division of York Region (No. 65).

"Rents" has the meaning set out in the definition of Charged Property in this Section.

"<u>Schedule</u>" means the Schedule - Additional Provisions to which this Appendix is attached and includes this Appendix and all other Appendices attached to such Schedule.

This is Exhibit "112" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REGISTRY OFFICE #65

03691-0193 (LT)

PAGE 1 OF 2
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:38:15

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

PROPERTY DESCRIPTION:

PT LT 20 CON 7 WHITCHURCH PTS 1, 4, 5 & 6, 65R11071 S/T & T/W R452607; WHITCHURCH-STOUFFVILLE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

2506039 ONTARIO LIMITED

RECENTLY: RE-ENTRY FROM 03691-0290 PIN CREATION DATE: 1999/12/17

OWNERS' NAMES

<u>CAPACITY</u> <u>SHARE</u>

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2	2000/07/29 1	THE NOTATION OF THE	BLOCK IMPLEMENTATIO	ON DATE" OF 1997/09/22 ON THIS PIN		
WAS REPLAC	CED WITH THE	"PIN CREATION DATE"	OF 1999/12/17			
** PRINTOUT	INCLUDES ALI	DOCUMENT TYPES AND	DELETED INSTRUMENTS	S SINCE 1999/12/17 **		
**SUBJECT, OI	ON FIRST REGI	STRATION UNDER THE	AND TITLES ACT, TO			
** 51	SUBSECTION 4	(1) OF THE LAND TITE	LES ACT, EXCEPT PAR	AGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
** AI	AND ESCHEATS	OR FORFEITURE TO THE	CROWN.			
** TI	THE RIGHTS O	ANY PERSON WHO WOUL	D, BUT FOR THE LAN	TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
**	T THROUGH L	ENGTH OF ADVERSE POS	ESSION, PRESCRIPTION	ON, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
** C	CONVENTION.					
** AI	ANY LEASE TO	WHICH THE SUBSECTION	70(2) OF THE REGIS	STRY ACT APPLIES.		
**DATE OF COL	ONVERSION TO	LAND TITLES: 1999/12	2/20 **			
	1959/11/20 ARKS: SUBDIV		NG BY-LAW 1315. ALL	/PART/VARIOUS LANDS (2006/11/14 BY D. WALLEN)		С
CORR	RECTIONS: 'I	NSTRUMENT TYPE' CHAN	GED FROM 'BYLAW EX	PT LOT' TO 'BYLAW' ON 1997/12/16 BY BARB WILLSON.		
65R11071 1	1987/09/29	PLAN REFERENCE				С
R452607	1987/11/19	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	DELLA MORA, GIOVANNI DELLA MORA, SANTINA	
YR303330 2	2003/05/22	APL OF SURV-LAND		*** COMPLETELY DELETED *** DELLA MORA, GIOVANNI	DELLA MORA, SANTINA	
	2005/08/30	NOTICE - PICKERING AIRPORT		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		С

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 #65

03691-0193 (LT)

PAGE 2 OF 2
PREPARED FOR CCPellerin
ON 2021/11/24 AT 08:38:15

* 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/ CHKD
YR2448969 REI		TRANSFER NG ACT STATEMENTS.	\$2,300,000	DELLA MORA, SANTINA	2506039 ONTARIO LIMITED	С
YR2448970	2016/03/29	CHARGE		*** COMPLETELY DELETED *** 2506039 ONTARIO LIMITED	DELLA MORA, SANTINA	
YR2919563	2019/01/15	CHARGE	\$1,900,000	341868 ONTARIO LTD KESBRO INC. 2506039 ONTARIO LIMITED BROUWER, GERALD	HILLMOUNT CAPITAL INC.	С
YR2919932 <i>RE</i> i	2019/01/16 MARKS: YR2448	DISCH OF CHARGE		*** COMPLETELY DELETED *** DELLA MORA, SANTINA		
1		TRANSFER OF CHARGE TO DOCUMENT FOR CHAR		HILLMOUNT CAPITAL INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	С
1	2021/02/09 MARKS: YR2919	TRANSFER OF CHARGE		HILLMOUNT CAPITAL INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	С
YR3205843		NOTICE	\$2,125,000	341868 ONTARIO LTD KESBRO INC. 2506039 ONTARIO LIMITED BROUWER, GERALD	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	С
REi	ARKS: YR2919	563				

LRO # 65 Charge/Mortgage

Registered as YR2919563 on 2019 01 15 at 15:32

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

yyyy mm dd Page 1 of 31

Properties

PIN 03691 - 0342 LT Interest/Estate Fee Simple

Description PT LT 20 CON 7 AS IN A13736A SAVE & EXCEPT PTS 1 & 2 65R24002,

WHITCHURCH-STOUFFVILLE

Address 4897 AURORA ROAD

STOUFFVILLE

PIN 03691 - 0339 LT Interest/Estate Fee Simple

Description PT LT 20 CON 7 AS IN A9921A SAVE & EXCEPT PTS 4, 5 & 6 ON 65R24002,

WHITCHURCH-STOUFFVILLE

Address 4897 AURORA ROAD

STOUFFVILLE

PIN 03691 - 0341 LT Interest/Estate Fee Simple

Description PT LT 20 CON 7 PT 1 65R24002, WHITCHURCH-STOUFFVILLE; T/W A13736A

Address 4923 AURORA ROAD

STOUFFVILLE

 PIN
 03691 - 0338
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 20 CON 7 PT 5 ON 65R24002, WHITCHURCH-STOUFFVILLE

Address 4923 AURORA ROAD

STOUFFVILLE

PIN 03691 - 0193 LT Interest/Estate Fee Simple

Description PT LT 20 CON 7 WHITCHURCH PTS 1, 4, 5 & 6, 65R11071 S/T & T/W R452607;

WHITCHURCH-STOUFFVILLE

Address 4951 AURORA RD

STOUFFVILLE

 PIN
 03691 - 0197
 LT
 Interest/Estate
 Fee Simple

 Description
 PT LT 20 CON 7 WHITCHURCH AS IN R105377 T/W R105377 ;

WHITCHURCH-STOUFFVILLE

Address 4963 AURORA ROAD

STOUFFVILLE

PIN 03691 - 0194 LT Interest/Estate Fee Simple

Description PT LT 20 CON 7 WHITCHURCH PT 1, 65R4579 EXCEPT PT 1, 65R8336;

WHITCHURCH-STOUFFVILLE

Address 4987 AURORA ROAD

STOUFFVILLE

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 341868 ONTARIO LTD
Address for Service 23965 Warden Avenue

Keswick, Ontario

L4P3E9

I, Gerald J. Brouwer, President, have the authority to bind the corporation.

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

Name KESBRO INC.

Address for Service 23965 Warden Avenue

Keswick, Ontario

L4P3E9

I, Gerald John Brouwer, President, have the authority to bind the corporation.

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

Name 2506039 ONTARIO LIMITED
Address for Service 1267 Cornwall Road

Suite 301, Oakville, Ontario,

L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

Name BROUWER, GERALD
Address for Service 23965 Warden Avenue
Keswick, Ontario

LRO # 65 Charge/Mortgage

Registered as YR2919563 on 2019 01 15 at 15:32

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

yyyy mm dd Page 2 of 31

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, i

L4P3E9

I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

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

Chargee(s) Capacity Share

Name HILLMOUNT CAPITAL INC.

Address for Service 89 Tycos Drive, Suite 208,

Toronto, Ontario M6B 1W3

Statements

Schedule: See Schedules

Provisions

Principal \$1,900,000.00 Currency CDN

Calculation Period monthly, not in advance

Balance Due Date 2021/02/01
Interest Rate See Schedule

Payments

Interest Adjustment Date 2019 02 01

Payment Date 1st day of each and every month

 First Payment Date
 2019 03 01

 Last Payment Date
 2021 02 01

 Standard Charge Terms
 200033

Insurance Amount Full insurable value

Guarantor Oscar Furtado

Additional Provisions

Payments: Interest only monthly on the principal balance outstanding from time to time.

Signed By

Deanna Elizabeth Wehby 5001 Yonge St., suite 301 acting for Signed 2019 01 15

Toronto Chargor(s)

M2N 6P6

Tel 416-223-9191 Fax 416-223-9405

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

Submitted By

MEYER, WASSENAAR & BANACH 5001 Yonge St., suite 301 2019 01 15

Toronto

M2N 6P6

Tel 416-223-9191 Fax 416-223-9405

Fees/Taxes/Payment

Statutory Registration Fee \$64.40 Total Paid \$64.40

File Number

Chargee Client File Number: 2018-1692 JF/DW

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between 341868 ONTARIO LTD, KESBRO INC., 2506039 ONTARIO LIMITED AND GERALD BROUWER as Chargor (the "Chargor") and HILLMOUNT CAPITAL INC. as Chargee (the "Chargee")

341868 Ontario Ltd. is the registered owner of that portion of lands secured by the mortgage referred to above identified under PIN Nos: 03691-0342 (LT) and 03691-0339 (LT)

Kesbro Inc. is the registered owner of that portion of lands secured by the mortgage referred to above identified under PIN Nos: 03691-0341 (LT), 03691-0338 (LT) and 03691-0197 (LT)

2506039 Ontario Limited is the registered owner of that portion of lands secured by the mortgage referred to above identified under PIN No: 03691-0193 (LT)

Gerald Brouwer is the registered owner of that portion of lands secured by the mortgage referred to above identified under PIN No: 03691-0194 (LT)

ADDITIONAL PAYMENT PROVISIONS

- (a) FOR THE PURPOSES hereof, "prime rate" shall mean the annual rate of interest charged from time to time by the Main Branch in Toronto of Royal Bank of Canada (the "Bank") for demand loans in Canadian dollars to its most creditworthy commercial borrowers. In the event that at any time the Bank has in effect more than one such prime rate, then the highest rate shall be used. Should the Bank, during the term hereof, abolish or abandon the practice of publishing or issuing a prime rate, then the prime rate used for the balance of the term of this Charge shall be that rate then in effect at the Bank which most effectively meets with initial definition of prime rate.
- (b) PROVIDED this Mortgage shall be void upon payment of **ONE MILLION NINE HUNDRED THOUSAND DOLLARS** (\$1,900,000.00) of lawful money of Canada with interest thereon at a rate equal to the greater of (a) 7.90% per annum; or (b) 3.50% per annum above the prime rate; with such interest to be calculated daily and compounded and payable monthly as herein set forth, as well after as before maturity and both before and after default as follows:
- the whole of the said principal sum of **ONE MILLION NINE HUNDRED THOUSAND DOLLARS** (\$1,900,000.00) then outstanding shall become due and payable on **February 1, 2021** and interest at the said rate compounded and calculated as aforesaid, as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 1st day of each and every month during the term until the principal is fully paid; the first payment of interest is to be computed from the date of advance of funds hereunder, upon the principal sum so advanced, to become due and payable on **March 1, 2019**.
- (d) PROVIDED that if and whenever the prime rate is varied by the Bank, the interest rate hereunder shall be varied, so that at all times the interest rate hereunder, if calculated based on the prime rate, shall be 3.50% per annum above the prime rate then in effect.
- (e) IN THE EVENT that it may be necessary at any time for the Mortgagee to prove the prime rate applicable at any time or times, it is agreed that the certificate in writing of the Mortgagee setting forth the prime rate as at any time or times, shall be deemed to be conclusive evidence thereof for all purposes hereof.

The Mortgagor acknowledges that the prime rate as hereinbefore defined on a per annum basis was 3.95% per annum on December 24, 2018.

ADDITIONAL PROVISIONS

DEFINITIONS

As used herein the following words or terms have the following respective meanings unless there is something in the context or the subject matter inconsistent therewith.

"Applicable Laws" means, in respect of any person, property, transaction or event, all applicable federal, provincial or municipal laws, statues, regulations, rules, by-laws, policies and guidelines, orders, permits, licenses, authorization, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule.

"Charged Property" means all legal and beneficial right, title, estate and interest in (a) the land described in the Properties section of the electronic Charge/Mortgage to which the Schedule is attached, and any schedule to the Charge, together with any greater estate therein as hereafter may be acquired by the Chargor (the "Lands"), (b) all buildings, structures and other improvements, now or hereafter situated, placed or constructed upon the Lands from time to time (the "Improvements"), (c) all fixtures, materials, supplies, machinery, equipment, apparatus and other items or personal property now owned or hereafter acquired by the Chargor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Lands, including without limitation, water, gas, electrical, heating, cooling, ventilation, storm and sanitary sewer fixtures, equipment and facilities and all other utilities whether or not situated in easements (the "Fixtures"), (d) all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (the "Plans"), (e) all leases, subleases, licenses, concessions, occupancy agreements, rental contracts, or other agreements (written or oral) now or hereafter existing relating to the use or occupancy of all or any part of the Lands and the Improvements, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof and all related security and other deposits (the "Leases"), (f) all rents, revenues, issues, income, proceeds, profits, and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any part of the Lands and the Improvements (the "Rents"). (g) all other agreements, including without limitation property management agreements, construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, franchise agreements, service contracts, permits, licences, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Charged Property (collectively, the "Property Agreements"), (h) all rights, privileges, tenements, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof, (i) all insurance policies, unearned premiums therefore and proceeds from such policies covering any of the above Charged Property now or hereafter acquired by the Chargor, (j) all of the Chargor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lands, Improvements or Fixtures and (m) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing, and all conversions of the security constituted thereby so that the foregoing shall immediately and automatically be deemed a part of the Charged Property and subject to the security of the Charge as fully and completely and with the same priority and effect as those now owned by the Chargor and specifically described herein, without any further mortgage or assignment or conveyance by the Chargor. As used in this Charge, the term "Charged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

"Chargee" means the Person or Persons named as Chargee in the Chargee(s) section of the electronic Charge/Mortgage to which this Schedule is attached and their respective successors and assigns.

"Chargor" means the Person or Persons named as Chargor in the Chargor(s) section of the electronic Charge/Mortgage to which the Schedule is attached and their respective heirs,

executors, administrators, legal representatives, successors and permitted assigns.

"Commitment" means the Commitment Letter dated November 22, 2018 issued by Hillmount Capital Inc. to the Chargor, and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time.

"Costs" means all fees, costs, charges and expenses incurred by or on behalf of the Chargee for or incidental to (a) preparing, executing and registering the Security Documents, renewals thereof and any amendments thereto (b) collecting payments due to the Chargee hereunder, the Commitment or under the Security Documents, (c) enforcing and realizing on this Charge and the other Security Documents, including power of sale, foreclosure, execution, judicial sale, court appointed or private receivership, possession and/or management of the Charged Property and other enforcement proceedings, and including without limiting the generality of the foregoing, all fees, costs, charges and expenses incurred in connection with the sale or attempted sale of the Charged Property, including real estate commissions, auctioneer's fees, termination fees, stalking-horse fees, cancellation of listing agreement fees and all other like or incidental fees, (d) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Charged Property, including all protective disbursements and curing any defaults under or renewing any leasehold interests, (e) exercising any rights of a receiver appointed under this Charge or otherwise and such receiver's fees and expenses (including all legal fees and disbursements and agent's costs and expenses), (f) obtaining any environmental audits or other inspections, tests or reports with respect to the Charged Property, (g) complying with any notices, orders, judgments, directives, permits, licences, authorizations or approvals with respect to the Charged Property, (h) performing the obligations of the Chargor under the Security Documents, (i) all legal fees and disbursements in connection with the Indebtedness, on a substantial indemnity basis, and (j) any other fees, costs, charges or expenses including, renewal fees, forbearance fees, the Administration Fees and servicing fees payable to the Chargee hereunder, under the Commitment or under any of the Security Documents or otherwise at law or in equity. "Costs" will also include all other fees, costs, charges and expenses that are referred to elsewhere in this Charge or in any of the other Security Documents and interest at the interest rate chargeable herein on all such fees, costs, charges and expenses.

"Covenantor(s)" means any one of the Chargor, Oscar Furtado or any other guarantor, joint debtor, indemnifier, beneficial owner or other obligor of or in respect of the Loan, the Indebtedness or the Charged Property.

"Indebtedness" means all existing and future indebtedness, other covenants and obligations and liabilities owing or made by the Chargor to the Chargee from time to time pursuant to the Commitment, hereunder, from time to time, or under the Security Documents, matured or not, direct or indirect, absolute or contingent, including, (a) the amounts advanced hereunder, from time to time, on account of principal, (b) all interest due hereunder including, compound interest (c) Costs, (d) any amount, cost, charge, expense or interest which has been added to the Indebtedness hereunder or pursuant to the Security Documents or which are otherwise due and payable thereunder, and (e) payment performance and discharge and satisfaction of all obligations of the Chargor to the Chargee under the Security Documents or otherwise under and in respect of the Indebtedness.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, right of way, security interest, restrictions, covenants or encumbrances of any kind or nature affecting all or any part of the Charged Property.

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment in the original principal amount of \$1,900,000.00 and all other amounts secured by this Charge and the other Security Documents.

"Permitted Encumbrances" means, as of any particular time, (i) any registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any governmental authority or public utility relating to the Charged Property, (ii) any registered subdivision, development, servicing, site plan or other similar agreement with any governmental authority or public utility relating to the Charged Property,

and (iii) any other encumbrances relating to the Charged Property previously consented to by the Chargee in its sole and subjective discretion, provided in each case that:

- (a) the Chargee is satisfied in its sole and subjective discretion that the same do not materially impair the servicing, development, construction, operation, management or marketability of the Charged Property;
- (b) the same does not materially affect the validity, enforceability, or priority of this Charge; and
- (c) the same has been complied with in full.

"Person" means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity.

"Security Documents" means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the General Security Agreement, the Guarantee, Assignment of Material Project Agreements, Assignment and Direction to TARION, Assignment and Direction to Bank, Assignment and Direction to Authority, Environmental Indmenity and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time.

COMPOUND INTEREST

If the Chargor defaults in any payment of interest, or other payment due pursuant to this Charge, compound interest at the interest rate chargeable hereunder will accrue and be payable on the sum in arrears (including all arrears of interest) from time to time, both before and after default, demand, maturity and judgment until paid and shall be paid forthwith. If the arrears and the compound interest are not paid within the interest calculation period provided for herein from the time of default, a rest will be made and compound interest at the interest rate chargeable hereunder will be payable on the aggregate amount then due, both before and after maturity, default and judgment, and so on from time to time until paid. All such compound interest shall be added to the Indebtedness and shall be secured by this Charge.

APPLICATION OF PAYMENTS

Prior to an Event of Default, all payments received by the Chargee on account of the Indebtedness shall be applied as follows, regardless of any other designation of such payments as principal, interest or other charges: first, to the repayment of sums advanced by the Chargee pursuant to this Charge or any of the other Security Documents for any reason (other than the principal amount), including sums advanced to pay realty taxes, Costs, insurance premiums or other charges against the Charged Property (together with interest thereon at the interest rate chargeable hereunder from the date of advance until paid), then to the payment of accrued but unpaid interest which is then due and payable, and finally, to reduction of the principal amount. Notwithstanding the foregoing, from and after an Event of Default, all payments received by the Chargee pursuant to the Loan shall be applied by the Chargee to principal, interest and such other charges due hereunder or under the other Security Documents in such order as the Chargee shall determine in its sole discretion.

ADVANCES AND COSTS

Neither the preparation, execution nor registration of this Charge or the other Security Documents shall bind the Chargee to advance all or any part of the Loan. The Chargor covenants to pay all Costs to the Chargee forthwith on demand whether or not all or any part of the Loan is advanced. Until paid, all Costs together with interest thereon at the interest rate chargeable hereunder shall be added to the Indebtedness and secured by this Charge.

PROOF OF OUTSTANDING AMOUNTS

The records maintained by the Chargee of the amounts of the Loan advanced to the Chargor, as the case may be and secured by this Charge, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and Costs payable or secured under this Charge shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of the Loan or this Charge.

FEES AND COSTS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

- 1. To pay to the Chargee its administration and/or servicing fees, all of which are secured by the within Charge, for the following matters in the amounts set forth:
 - a) Missed payment fee (payable for each missed or late instalment and for processing each "NSF" cheque or other returned payment) - \$300.00 per occurrence or the amount set forth in the Commitment.
 - PROVIDED that if any cheque is returned NSF, any replacement cheque must be certified. If such replacement cheque is not certified, the Chargee shall be entitled to have it certified, and to add all the costs of certification (including courier charges to and from the Chargor's Bank) to the amount owing on the Mortgage.
 - b) An insurance default fee of \$300.00 for cancelled insurance and an insurance replacement fee of \$250.00 in addition to the insurance premium.
 - c) Taxes for tax status inquiry \$100.00 plus cost of municipal tax certificate.
 - d) Default proceedings (payable for each demand, action or proceeding instituted) -\$2,000.00 including without limitation \$2,000.00 for each of the following: Demand letter; Notice of Intention to Enforce Security; Notice of Sale; Statement of Claim; Summary Judgement; Writ of Possession.
 - e) Possession/Eviction for attending to take possession following default \$5,000.00
 - f) Maintenance for administering maintenance and security on the property in Chargee's possession, per day \$300.00.
 - g) Mortgage Statements (for preparation of each Information Statement) \$100.00.
 - h) Discharge Statement and Administration fee \$300.00 for one property or the amount set forth in the Commitment. \$100.00 for each additional property.
 - i) The Chargor further agrees to pay to the Chargee an annual administration charge of \$200.00 for collection and payment of the property taxes payable annually in advance commencing on the funding date.
 - Purchaser approval for processing each application for assumption, whether or not approved or completed - \$300.00.
 - k) Construction Administration

Advance fee: \$350.00 per advance

1) Bank Wire Transfer Fee: \$80.00 per transfer

m) Miscellaneous Document

Execution: Subdivision plans, non-disturbance agreements; postponement agreements; Consents for

Condominium Declarations	or oth	er like	documents
\$50.00 per document			

n) Copy of Survey: \$25.00o) Courier Fee: \$35.00

p) Long Distance Charges: \$7.50 per call (minimum) plus actual cost incurred

q) Tax Default Fee: \$250.00 for failure by the Chargor to provide

satisfactory confirmation of tax payments

r) Post-dated cheques: \$250.00 for failure to provide post-dated cheques

s) Administration time: \$395.00 for each hour of administrative time

spent by the Mortgagee or its agent in dealing with issues of default related to this mortgage, excluding

solicitor services

t) Written requests for dishonoured cheques:

\$300.00 for each written request necessitated by the

Chargor not replacing dishonoured cheques

forthwith.

u) Renewal Administration fee \$300.00

v) Failure to notify the mortgage of registration of lien by the Condominium

Corporation for common maintenance arrears: \$250.00

w) Annual Insurance Administration Fee \$395.00

x) Inspection Fee (per property) \$400.00

The Chargee reserves the right to charge reasonable fees for other administrative services.

In the event of a further occurrence as set out herein, the administrative fees shall increase by a further sum of \$50.00 and this shall be on a cumulative basis.

Any service or administration fee plus HST if applicable, owing by the Chargor to the Chargee which is not paid forthwith after having been incurred, the same shall be added to the Indebtedness and shall bear interest at the rate herein set forth.

The Chargor agrees that if it agrees to pay the Chargee any fees during the currency of the within Charge but fails to do so then such fees shall be added to the Indebtedness and shall bear interest at the rate herein set forth. Such fees shall include but shall not be limited to renewal fees, forbearance fees etc.

- 2. The Chargor agrees to pay all legal and other expenses incurred by the Chargee in connection with the preparation and registration of any security interests pursuant to the Personal Property Security Act and any renewals thereof forthwith upon demand and such fees and expenses, together with interest thereon at the interest rate charges hereunder, shall be added to the principal sum secured by the within charge if not paid by the Chargor.
- 3. The Covenantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Covenantor(s) shall have no claims against the beneficial owners of the Charge.

PRIVACY PROVISIONS

(a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any

other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the Charged Property or the within Loan including, without limitation, details of the Loan balance, the terms of this Charge, defaults hereunder (existing or prior) and like matters.

- (b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with the full knowledge and consent of the Chargor within the meaning of the Personal Information Protection and Electronic Documentation Act (Canada), as amended.
- (c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the Personal Information Protection and Electronic Documentation Act (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an Event of Default under the provisions of this Charge, under any of the other Security Documents or under the Commitment or pursuant to any other charge or Security Documents between the Chargor and the Chargee, including any document pursuant to which the Chargor is a guarantor, or any default by the Chargor under any lease which is not cured within any applicable cure period, shall be deemed to be an Event of Default hereunder and under all the Security Documents and shall entitle the Chargee to pursue its remedies under any or all of the Security Documents.

NON-MERGER

Notwithstanding the registration of this Charge and the advance of funds hereunder, the terms and provisions of the Commitment shall remain binding and effective upon the parties. It is understood and agreed that any default under the said Commitment shall be deemed a default under this Charge. In the event of any inconsistency, discrepancy or conflict between the terms of the Charge and the terms of the Commitment, the Chargee may, in its sole discretion, determine which shall prevail. The Chargor acknowledges that the terms and provisions of the Commitment are not exhaustive. The Chargor acknowledges that any provisions contained herein or in any of the other Security Documents which are not dealt with in the Commitment or which expand and elaborate on provisions in the Commitment shall be deemed not to be an inconsistency or in conflict with the provisions of the Commitment.

PAYMENTS

ANY DISCHARGE of this charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to:

HILLMOUNT CAPITAL INC.

at: 89 Tycos Drive Suite 208

Toronto, Ontario M6B 1W3

or such other place as the Chargor is notified of from time to time. All payments received after 1:00 p.m. shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the Charge and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargees' Solicitors or any other authorized agents of the Chargees shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time after default, and for any purpose deemed necessary by the Chargee, enter upon the Lands to inspect the Lands and Improvements thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the rate charged herein for the Loan, shall be payable by the Chargor forthwith and shall be a charge upon the Lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the Lands and Improvements.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the Indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Indebtedness and any other existing obligations of the Chargor to the Chargee in respect of the Indebtedness and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Property or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Property, including, without limitation: (i) the costs of defending any/or counter-claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee, and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the Indebtedness and liability of the Chargor to the Chargee pursuant to this Charge and any of the other Security Documents. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assigns of the Loan and the Security Documents. For the purposes of this Section "Hazardous Material" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Indebtedness and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule and any one or more of the provisions contained in the standard charge terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

COMPLIANCE WITH APPLICABLE LAWS

The Chargor has and is presently complying with its obligations and will continue to comply with its obligations, to make payment of all taxes, deductions, withholdings and remissions to the Province of Ontario and the Government of Canada (collectively, the "Governmental Authorities") under the Income Tax Act, Canada, the Excise Tax Act, Canada, the Canada Pension Act, Canada, the Employment Insurance Act, Canada, the Retail Sales Tax Act, Ontario, the Fuel Tax Act, Ontario, the Tobacco Tax Act, Ontario, the Development Charges Act, Ontario, the Workplace Safety and Insurance Act, Ontario and any other Applicable Laws, whether provincial or federal, as any one or more of them may be amended from time to time, the default of which would form the basis of a super priority claim by any of such governmental authorities under such Applicable Laws over the Indebtedness and the priority of the Security Documents.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the Lands without the prior written consent of the Chargee, such further encumbering shall constitute a default under this Charge and in such event, at the sole option of the Chargee, the Indebtedness owing under the within Charge shall immediately become due and payable.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all Liens and agreements registered against the title to the Charged Property in good standing in accordance with their terms, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance, or judgements, or the registration of any Liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an Event of Default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder, the Security Documents and at law including the right to accelerate the Indebtedness. Waiver or indulgences granted by a prior encumbrancer shall not prevent non-payment from being a default under this charge.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, Lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the Charged Property and the Chargee may also expend monies in order to cure any default under any lease respecting the Charged Property or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the Indebtedness hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire Indebtedness, shall become payable at the option of the Chargee and the remedies hereby given, under the Security Documents and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a lease default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge, unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

THE CHARGOR acknowledges and agrees that any and all Costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the Companies' Creditors Arrangement Act, R.S., c.C-25, s.1 (the "CCAA"), the Bankruptcy and Insolvency Act, R.S., 1985, c.B-3, s.1, 1992, c.27, s.2 (the "BIA") or any other statute shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such Costs, including any costs of its personnel and outside professionals, including legal counsel, in

administering and addressing any requirements of the said Act and to add the same to the Indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the Indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

REORGANIZATION PROCEEDINGS

The Chargor represents and warrants that the Charged Property is of such a unique nature that, in the event the Chargor sought to reorganize its affairs under any of the laws of Canada (or any province) which provides the ability of a debtor to reorganize its affairs with its creditors (including, without limitation, under the CCAA, the BIA or any other statute) or pursuant to which it sought protection from its creditors, the Chargee would not have a sufficient commonality of interests with any other creditor of the Chargor such that the Chargee would be required to vote on any reorganization, arrangement, compromise or other transaction in a class with any other creditors of the Chargor and, in that regard, covenants and agrees that the Chargee will be treated in its own exclusive class of creditors for such purpose. Without limiting the generality of the foregoing, the Chargor covenants and agrees that:

- a) it will give the Chargee not less than ten (10) days written notice prior to the commencement of any proceedings under any of the CCAA, the BIA or any other similar or analogous legislation (such proceedings being referred to as "Reorganization Proceedings");
- b) in no circumstances will the Chargor seek, suffer or permit the right of the Chargee to be stayed or otherwise affected in any Reorganization Proceedings;
- c) in the event that Reorganization Proceedings are commenced, the Chargor will consent to an order directing that all rents or other revenues generated or received in respect of the Charged Property will forthwith be deposited into a segregated trust account under the sole control of the Chargee and that same shall not constitute the Chargee to be a mortgagee in possession of or in control or management of the Charged Property or result in an acceleration of the Indebtedness hereunder unless so designated by the Chargee at its sole option; and

in the event of a Reorganization Proceeding: (i) the Chargor will not oppose any steps taken by the Chargee to seek an Order lifting any stay of proceedings that may be imposed; (ii) will not seek to prime the Chargee through any debtor in possession financing, receiver charge or any court-ordered charges; and (iii) will not seek to have the Charged Property sold as part of any process without the Chargee's prior consent.

ABANDONMENT OF CHATTELS

In the event that the Chargor vacates the Charged Property and leaves its chattels or trade fixtures (collectively, the "Chattels") at the Charged Property, or if the Chargor fails to remove the Chattels upon being evicted then:

- (a) the Chattels shall be deemed to have been abandoned by the Chargor;
- (b) the Chargee shall be entitled to dispose of or sell or transfer the Chattels or store them, in its sole discretion;
- (c) the Chargor shall pay all costs incurred by the Chargee relating to any sale, transfer, disposition, dumping or storage of the Chattels by the Chargee;
- (d) the Chargee shall have a charge and lien on any stored Chattels for all storage costs relating thereto; and
- (e) the Chargor hereby releases and forever discharges the Chargee from any claims, actions, causes of action, damages, losses, costs and expenses relating to any steps taken by the Chargee in respect of the Chattels including discarding and dumping same in a junk yard or otherwise for no consideration.

NO EXPLOITATION

The Chargor acknowledges and declares that the Chargor entered into this Charge freely and of its own will. In particular, the Chargor acknowledges that this Charge was freely negotiated by

the Chargor and the Chargee in good faith, that this Charge does not constitute a contract of adhesion, that there was no exploitation of the Chargor by the Chargee, and that there is no disproportion between the consideration provided by the Chargee and that provided by the Chargor.

INDEPENDENT LEGAL REPRESENTATION

The Chargor hereto acknowledges that it has full knowledge of the purpose and essence of this Charge/Mortgage transaction, and that it has been appropriately and independently legally represented in that regard. The Chargor acknowledges and agrees with the Chargee that the Chargee's solicitors, Meyer, Wassenaar & Banach, LLP, do not represent the Chargor or provide the Chargor with any legal advice whatsoever. The Chargor acknowledges that the Charge, all supporting security documents and all electronic documents including the Charge and Acknowledgement and Direction (the "Documents") and the effect of the Chargee's solicitors signing any of the electronic documents have been fully explained to the Chargor by its own independent counsel. The Chargor acknowledges that it has fully understood the import of the Documents.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor purports to sell, convey, transfer, assign or exercise a power of appointment with respect to the Lands herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the Lands herein described without first obtaining the consent in writing of the Chargee the entire Indebtedness hereby secured shall, at the option of the Chargee, forthwith become due and payable.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 post dated cheques, from time to time.

TAXES

THE CHARGOR in addition to the aforesaid payments of principal and interest, covenants and agrees to pay taxes as hereinafter provided, the Chargee shall estimate the amount of the taxes chargeable against the Lands payable in each year and the Chargor shall pay to the Chargee onetwelfth of the estimated annual amount together with the aforesaid payments of principal and interest in each and every month during the term of this Charge, commencing with the first payment date aforesaid and the Chargee shall apply such payments on the taxes so long as the Chargor is not in default under this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of the taxes oftener than yearly; provided, however, that if the Chargor shall pay any sum or sums to the Chargee to apply on the taxes, and if before the same shall have been so applied there shall be default by the Chargor in respect of any payment of principal or interest as herein provided, the Chargee may at its option apply such sum or sums in or towards payments of the principal and/or interest in default; and in the event that the taxes actually charged for any one year, together with any interest and penalties thereon, exceed the estimated amount, the Chargor shall pay to the Chargee on demand the amount required to make up the deficiency; and if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, the Chargor may pay to the Chargee such additional amounts as are required for that purpose; and the Chargor shall transmit to the Chargee forthwith after receiving them the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Lands.

TAXES shall mean and include all taxes, rates and assessments of whatever nature or kind, including local improvement rates and any and all interest and penalties thereon.

THE CHARGEE MAY, unless payment has otherwise been made, deduct from the charge

advances, an amount necessary to pay the current year's taxes and an amount which together with the monthly tax payments to be made to and including April of the following calendar year, will be sufficient to pay the taxes for the following calendar year.

NO MONEYS paid to the Chargee pursuant to the foregoing shall be held in trust for nor bear interest to the credit of the Chargor.

THE FOREGOING tax clause is in addition to and without prejudice to the other provisions of the within Charge in regard to realty taxes.

PREPAYMENT PROVISIONS

- a) On or before August 1, 2019, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole of the said principal sum hereby secured on any banking day upon payment to the Chargee of an amount equal to three (3) months' interest on the principal amount prepaid as a bonus and upon payment of the discharge statement administration fee as herein set out.
- b) From and after August 1, 2019, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole of the said principal sum hereby secured on any banking day upon giving the Chargee thirty (30) days prior written notice and upon payment to the Chargee of an amount equal to one (1) month's interest on the principal amount prepaid as a bonus and upon payment of the discharge statement administration fee as herein set out.
- c) if prepayment of any part of the principal sum secured hereunder is made by reason of payment after acceleration upon the occurrence of a default, the Chargor agrees to pay to the Chargee three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out.
- d) If the principal sum, accrued interest thereon and any of the sums which may be due hereunder is not repaid on or before the Balance Due Date, then the Chargor agrees to pay to the Chargee in addition to the amounts required to obtain a discharge, three months interest at the rate of interest chargeable hereunder on the principal amount outstanding on the Balance Due Date.

SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections, Fixtures and Improvements, fixed or otherwise, now or hereafter put upon the Charged Property and in which the Chargor has any interest, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, airconditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become Fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the Indebtedness hereinbefore mentioned.

NO IMPROVEMENT

The Chargor warrants that the purpose of this Charge is not to finance an improvement on the Lands. An "**improvement**" when used in this paragraph, shall have the meaning ascribed thereto in the *Construction Act, S.O. 2018*. An improvement means any alteration, addition or repair to any building on the herein described Lands or any construction, erection or installation on the Lands.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the

Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the Lands and the Improvements, the Chargee in addition to the afore-noted servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

AT ANY TIME after the Security Documents hereby constituted become enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a Receiver (which term shall include a receiver and manager) of the Charged Property or any part thereof, with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers (but shall not be limited to such powers):

- (a) To take possession of the Charged Property and to collect and get in the same and for such purpose to enter into and upon any lands, premises and Improvements wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;
- (b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Charged Property of the Chargor;
- (c) To sell or lease or concur in selling or leasing any or all of the Charged Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;
- (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Property for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Property in priority to this Charge;
- (f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To fully manage, develop, operate, lease, construct, deal with agreements, complete, repair, renovate or alter the Charged Property or any part thereof on behalf of the Chargor

and to take all such actions as are required in the exercise of such powers including entering into, amending and terminating such contracts and other agreements relating to the Charged Property as are necessary or advisable, in the opinion of the Receiver, and the entering into, renewal, amendment, supplement, or termination of any agreements and leases as the Receiver may deem appropriate in its sole and absolute discretion;

- (h) To execute and deliver to the purchaser of any part or parts of the Charged Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Lands or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (i) To exercise any powers as may be granted by a court upon such appointment;

AND IT IS AGREED that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this Charge:

- (a) Firstly, in payment of all Costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (b) Secondly, in payment of all Costs, charges and expenses payable hereunder;
- (c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
- (d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other portion of the Indebtedness remaining unpaid hereunder; and
- (e) Fifthly, any surplus shall be paid in accordance with the *Mortgages Act* (Ontario) or any order of the Court; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or willful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

The appointment of a Receiver by the Chargee shall not, to the extent permitted by law, incur or create any liability on the part of the Chargee in connection with anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such Receivership shall not have the effect of constituting the Chargee as a mortgagee in possession in respect of the Charged Property or any part thereof.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a full indemnity basis, Costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees as herein set forth including costs incurred with respect to:

- (a) the Chargee obtaining advice at any time as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;
- (b) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;
- (c) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the obligations of the Chargor hereunder; and
- (d) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the Charged Property.

In the event the Chargor fails to pay any such legal fees, Costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, Costs and expenses shall be secured by this Charge and added to the Indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment, this Charge or any other of the Security Documents would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

- firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and
- (ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the Criminal Code (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Charger shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any other of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the Indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the Balance Due Date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any security agreement provided to the Chargee or any renewal hereof or extension of the time for payment of any Indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, *inter alia*, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan Indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or re-advance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a "farmer" within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the "Act") and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a "farmer" within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Covenantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or any of the other Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

In addition to any other insurance provisions contemplated by this Charge, the Commitment, or

the Standard Charge Terms registered as No. 200033, the Chargor will at all times during the term maintain the insurance required by the Chargee including, without limitation, the following coverages:

- (a) Comprehensive on an all-risks basis, or if applicable, builder's risk of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the Lands to be completed (if applicable), for partial occupancy, and for the Lands to be vacant and unoccupied for a period of at least 30 days;
- (b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the Lands, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;
- (c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of Rents or loss of business income from the business conducted on the Lands for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;
- (d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;
- (e) Theft of chattels;
- (f) Prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors certificates of insurance policies providing the above coverages. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements of the Commitment are satisfied;
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry; and
- (h) Coverage of such other risks and perils as the Chargee may consider advisable or desirable from time to time.

Although the Chargee reserves the right to insist that all policies be on a "no co-Insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that an Event of Default has occurred with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge, or thereafter or with respect to any covenant contained in these additional provisions and in any of the other Security Documents, such default, at the option of the Chargee, will be an Event of Default under this Charge and entitle the Chargee to all of its remedies hereunder, the Security Documents and at law, including, the acceleration of the Indebtedness without further notice to the Chargor.

AMENDMENT TO STANDARD CHARGE TERMS

Section 24 of Standard Charge Terms 200033 is hereby deleted.

SINGLE FAMILY RESIDENCE – 4897 Aurora Road, Whitchurch-Stouffville, 4923 Aurora Road, 4951 Aurora Road, Whitchurch-Stouffville, 4963 Aurora Road, Whitchurch-Stouffville and 4987 Aurora Road, Whitchurch-Stoufville, Ontario (collectively, the "Occupied Properties"):

The Chargor covenants with the Chargee that the Occupied Properties are not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements, offers to lease, leases or licences, respecting the Occupied Properties or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the Occupied Properties on default or adversely affecting the value of the Chargee's interest in the Occupied Properties contrary to the provisions of The Mortgages Act, R.S.O. 1990 as amended.

SECURITY FOR INDEBTEDNESS AND OBLIGATIONS

This Charge is given as continuing security for the liability and obligations of the Chargor to the Chargee pursuant to the Commitment, hereunder and under all other Security Documents, including without limitation all of the following: (i) all performance and payment obligations of the Chargor to the Chargee, including payment of the Indebtedness, as provided herein, the Commitment, or the Security Documents; and (ii) all other obligations of the Chargor to the Chargee, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, absolute or past, contingent, extended or renewed, material or not, due or to become due, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Chargor is bound alone or with another or others, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the other Security Documents and all Costs, including any and all advances, costs or expenses paid or incurred by Chargee to protect any or all of the security granted herein, the Commitment or under any other Security Documents, and interest at the interest rate set forth herein, on all of the foregoing.

EXPROPRIATION

If the Charged Property or any part thereof shall be expropriated under any Applicable Laws granting the power of expropriation, which in the sole discretion of the Chargee adversely affects the use or the value of the Lands, the Indebtedness remaining unpaid, shall, at the sole option of the Chargee, forthwith become due and payable, together with any prepayment charges provided for herein. In any event, all the proceeds of any expropriation of the Charged Property or any part thereof shall be paid to the Chargee, at its option, in priority to the claims of any other party.

WARRANTIES, REPRESENTATIONS AND COVENANTS

Each Covenantor represents, warrants to and covenants with the Chargee that:

(a) Organization, Power and Authority

Each Covenantor, as applicable, (i) if it is a corporation, is a duly organized and validly existing corporation under the laws of its jurisdiction; (ii) has full power, authority and legal right to own the Charged Property and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, property and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (iii) has full power, authority and legal right to enter into each of the Security Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (iv) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Security Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; and (v) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith.

(b) Enforceability of Security Documents

The Security Documents executed by each or any Covenantor, constitute valid and legally binding obligations of each Covenantor, enforceable against them in accordance with their terms, and are not subject to any right of recission, right of set-off, counterclaim or defence of any nature or kind. Neither execution and delivery of the Security Documents, nor compliance with the terms and conditions of any of them (i) has resulted or will result in a violation of the constating documents governing any Covenantor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, of any Covenantor, (ii) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Covenantor is a party or by which any Covenantor or the Charged Property or any part thereof is bound, or (iii) requires any approval or consent of any Person except such as has already been obtained.

(c) Title

The Chargor has good and marketable title in fee simple to the Charged Property free and clear of all Liens except Permitted Encumbrances and the Lien of this Charge. The Chargor is the sole legal and beneficial owner of the Charged Property. The Chargor shall defend title to the Charged Property for the benefit of the Chargee from and against all actions, proceedings and claims of all Persons. No Person has any option, right of first refusal or other right to acquire the Charged Property or any part thereof or interest therein.

(d) Priority

This Charge and the other Security Documents are and shall be a valid first Lien or Liens on the Charged Property at all times, subject only to the Permitted Encumbrances consented to by the Chargee.

(e) Litigation

No Covenantor has any judgments or orders of any court of tribunal outstanding against it. There is no litigation, administrative proceeding, investigation or other legal action or claims (including any proceeding under any applicable bankruptcy or insolvency laws) pending or, to the knowledge of each Covenantor, threatened, against the Charged Property or any Covenantor, including any dispute between any Covenantor and any governmental authority affecting any Covenantor or the Charged Property. Upon

becoming aware of any such matters, the Covenantor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information in respect thereof as the Chargee may require from time to time, provided that in doing so, the Covenantor shall not be deemed to have cured the fact that its representation set out in this Subsection has become incorrect.

(f) Rights of Way, Easements, Permits, Services and Access

The Chargor has obtained and shall maintain in good standing at all times all rights of way, easements, grants, privileges, licenses, certificates, permits, approval entitlements, franchises and other similar property and rights necessary for the lawful construction, occupancy, operation and use of the Charged Property. The Charged Property has unrestricted and unconditional rights of access to public highways at all existing access points and is served by all services and utilities necessary or convenient to the full use and enjoyment of the Charged Property. All such services and utilities are located in the public highway(s) abutting the Lands, and are connected so as to serve the Charged Property without passing over other property, except to the extent such other property is subject to a perpetual easement for such utility benefiting the Charged Property. All roads necessary for the full utilization of the Charged Property for its current purpose have been completed and dedicated to public use and accepted by all governmental authorities.

(g) Operation and Maintenance

The Chargor shall diligently maintain, use, manage, operate and repair the Charged Property in a good, safe and insurable condition in accordance with all Applicable Laws, and all Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like so as to preserve and protect the Charged Property and maximize the earnings, incomes, Rents, issues and profits therefrom. The Chargor has complied and will hereafter at all times comply with all of its obligations under the Property Agreements, any encumbrances on title such as easements, agreements, restrictions and the like and all other permitted Liens and agreements relating to the Charged Property. The Chargor shall promptly make all necessary repair and replacements to the Charged Property. All repairs, replacements and work required under the Security Documents, or otherwise, shall be made in a good and workmanlike manner, shall (if applicable) be of equal or better in quality to the original work, shall be free of all Liens and shall comply with all Applicable Laws and Property Agreements. The Chargor shall preserve and keep in full force and effect its corporate status, franchises, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits applicable to the ownership, use and operation of the Charged Property.

(h) Compliance with Law

The Charged Property, including the construction thereof, complies with all Applicable Laws, any encumbrances on title such as easements, agreements, restrictions and the like and all Property Agreements. The present use and location of the Improvements are legal conforming uses under all Applicable Laws. No Improvements have been made or removed from the Lands since the date of the survey of the Lands and Improvements delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all Improvements. The Chargor shall not change the use of the Charged Property, abandon the Charged Property, commit or permit any waste on or of the Charged Property, apply for or consent to any public restriction (including any zoning bylaw or amendment or minor variance) or private restriction, or permit the removal of any Improvements or Fixtures from the Charged Property (other than a tenant's improvements removable by a tenant in accordance with its Lease).

The Charged Property is free of structural defects, and all building systems contained therein are in good working order and repair subject to ordinary wear and tear. No proceedings have been commenced or, to the Chargor's knowledge are contemplated with respect to the expropriation of all or any portion of the Charged Property or for the relocation of roadways providing access to the Charged Property.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements, representations, warranties, information, and other documents and materials provided by or on behalf of any Covenantor to the Chargee now, heretofore, or hereafter until the repayment in full of the Indebtedness, contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. No statement of fact now made or shall be made by or on behalf of any Covenantor in this Charge or in any of the other Security Documents contains or shall contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to any Covenantor which has not been disclosed to the Chargee which adversely affects, nor as far as any Covenantor can foresee, might adversely affect, the Charged Property or the business, operations or condition (financial or otherwise) of the Chargor.

(i) Financial Statements

The financial statements and net worth statements (if any) delivered by each Covenantor to the Chargee in connection with the Loan are true, correct and accurately reflect in all material respects the financial condition of each Covenantor, and no change, event, or condition has occurred since the date of preparation to the date of the Loan advance which has had, or is reasonably likely to have, a material adverse effect on any of the Covenantors or the Charged Property. Except as disclosed in such financial statements and net worth statements, there are no liabilities (fixed or contingent) affecting the Charged Property or the Chargor. The Chargor shall furnish to the Chargee:

- (i) within 15 days before each anniversary date of the Loan advance, a detailed rent roll and detailed operating statement (showing yearly activity and year-to-date) stating operating revenues, operating expenses, operating income and net cash flow for the preceding calendar year; and
- (ii) within 120 days after the end of each fiscal year of the Chargor's operation of the Charged Property, the Chargor shall furnish to the Chargee a current (as of the end of such fiscal year) balance sheet, a detailed rent roll and a detailed operating statement stating operating revenues, operating expenses, operating income and net cash flow for each of the Covenantors and the Charged Property, prepared on a review engagement basis and certified by an independent public accountant reasonably satisfactory to the Chargee.

All financial statements shall be in scope and detail reasonably satisfactory to the Chargee and certified by the chief financial representative of the Chargor. All financial statements shall be prepared in accordance with generally accepted accounting principles in Canada in effect on the date so indicated and consistently applied (or such other accounting basis reasonably acceptable for the Chargee). The Chargor shall deliver to the Chargee such additional information regarding the Chargor, its subsidiaries, its business, any Covenantor and the Charged Property promptly after the Chargee's request therefor. The Chargor shall permit the Chargee to examine such records, books and papers of the Chargor which reflect upon its financial condition and the income and expenses of the Charged Property.

The Chargor has filed all federal, provincial and municipal tax returns required to be filed and have paid or made adequate provision for the payment of all federal, provincial and municipal taxes, charges and assessments payable by the Chargor. The Chargor believes that its tax returns properly reflect the income and taxes of the Chargor for the periods covered thereby, subject only to reasonable adjustments required by the Canada Revenue Agency or other applicable tax authority upon audit. As of the date of the Loan advance, the Chargor has no liability (fixed or contingent) for any taxes, surtaxes, duties, rates, and other similar charges or statutory trusts imposed by Applicable Laws or any governmental authority (including all related interest, penalties and fines), except as reflected in its financial statements delivered to the Chargee.

EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" under this Charge:

- (a) the failure of any of the Covenantors to pay any principal, interest or other amount due under the Security Documents when due, or the Covenantors' failure to pay the Loan at the Balance Due Date, or upon acceleration or otherwise;
- (b) any of the Covenantors default in performing or observing any covenant or obligation on its part to be observed and performed in this Charge or in any of the other Security Documents;
- (c) any representation or warranty of any Covenantor in any of the Security Documents or in the Loan application and any document or material provided in connection therewith including any financial statement, rent roll or data at any time delivered by or on behalf of any Covenantor in connection with the Loan is or becomes incorrect or misleading in any material respect;
- (d) any enforcement action (an "Enforcement Action") of any kind is taken by a third party or a subsequent mortgagee including: the commencement of power of sale, foreclosure or other judicial or private sale proceedings, appointing or applying for, or obtaining or consenting to the appointment of, a receiver, a manager or a receiver and manager or other person having similar powers in respect of the Chargor or all or any part of the Charged Property, taking possession or control of all or any part of the Charged Property, giving notice of default, notice of intention to enforce security, or undertaking, commencing, giving notice of or taking any action or proceeding seeking payment or recovery of all or any part of any indebtedness owed to such third party or damages in lieu thereof, or accepting a transfer of any property in lieu of foreclosure, or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, the acceleration of debt, or the commencement of any proceedings seeking the dissolution, liquidation, winding up or termination of any Covenantor, or any participation in or any actions in furtherance of the foregoing;
- (e) or a resolution is passed or an order is made for the dissolution, liquidation, winding-up
 or termination of any Covenantor or other cancellation or suspension or its incorporation
 or termination of its existence;
- (f) a decree or order of a court of competent jurisdiction is sought to adjudge any Covenantor a bankrupt or insolvent or any petition is filed seeking the winding-up, reorganization, reconstruction or arrangement of any Covenantor under the CCAA, the BIA or the Winding-Up and Restructuring Act (Canada)(the "WURA") or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any Covenantor or against all or any part of the assets of any Covenantor or seeking the winding up or liquidation of its affairs, or appointing a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or other person with similar powers of any Covenantor or all or any part of its assets;
- (g) any Covenantor becomes insolvent, commits an act of bankruptcy, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the BIA or any other comparable law, seeks relief under the CCAA, the WURA or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal in bankruptcy, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any part of its assets, or files a petition or application or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such petition;
- (h) any party brings an application seeking the appointment of a receiver, receiver-manager or receiver and manager of any Covenantor of any material part of its properties, assets or undertakings, or if any such party is appointed in respect of any Covenantor;

- any Person takes any Enforcement Action in respect of the Charged Property or any other property of any Covenantor, or any distress or analogous process is levied upon any Covenantor;
- (j) all or any part of the Charged Property becomes subject to any Lien not consented to by the Chargee in writing or if consented to there is default by any Covenantor under any other encumbrances, Liens or security agreements;
- (k) a judgment or order for the payment of money due shall have been obtained or entered or any writ of execution, distress, attachment or other similar process shall have been issued or levied against any Covenantor in an amount which, in the opinion of the Chargee could materially and adversely affect the ability of such Covenantor to fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
- (1) any fact, circumstance, event, change or effect occurs or arises that, individually or in aggregate with any other facts, circumstances, events, changes, effects or occurrences, has a material adverse effect on (i) the business, assets, liabilities, results of operation or financial condition of any Covenantor or (ii) the condition or value of the Charged Property;
- (m) any part of the Charged Property is condemned or expropriated, which in the sole discretion
 of the Chargee adversely affects the use or the value of the Lands;
- (n) if the Charged Property contains a condominium unit and any Covenantor fails to pay any common expenses or special assessments as and when due or fails to observe and comply with the *Condominium Act*, the Condominium Declaration, By-Laws or any rules and regulations of the condominium corporation;
- (o) if the Tarion registration of the Chargor or of any other Person having the Tarion registration in respect of the Project is revoked or cancelled;
- if the Chargor or any related entity defaults under any construction contract or any other material agreement related to the Charged Property, including any Property Agreements;
- (q) if the Chargor is in breach or default under any of the Permitted Encumbrances; or
- (r) any other event of default occurs under any other of the Security Documents.

REMEDIES

In addition to any other remedies contained herein or in any of the other of the Security Documents or as may be available at law or in equity the Chargee shall have the remedies hereinafter set forth.

Acceleration

Upon an Event of Default, the entire Indebtedness shall, at the option of the Chargee in its sole discretion, immediately become due and payable, with interest thereon at the Interest Rate to the date of actual payment thereof, all without notice, presentment, protest, demand, notice of dishonour or any other demand or notice whatsoever, each of which are hereby expressly waived, and all the Chargee's rights and remedies under this Charge, the other Security Documents, and otherwise at law and in equity shall immediately become enforceable.

Power of Sale

Upon the Chargee's rights and remedies hereunder becoming enforceable for at least fifteen (15) days, on at least thirty-five (35) days notice in writing given to the Chargor, the Chargee may enter on and lease or sell the Charged Property or any part thereof by public auction or private sale and on such terms as to credit and otherwise as may appear to it most advantageous, and for such price as can be reasonably obtained therefor. Such notice shall be given to such persons and

in such manner and form and within such time as provided in the Mortgages Act. The Chargee shall be entitled to buy in or rescind or vary any contract for sale of any of the Charged Property, and resell without being answerable for any loss occasioned thereby. In the case of a sale on credit, the Chargee shall only be accountable for monies actually received in cash as and when so received. For such purposes, the Chargee may make and execute all agreements and assurances which it shall think fit. The purchaser shall in no case be bound to enquire whether notice of intention to sell has been given or default made, or otherwise as to the regularity or validity of any sale made hereunder, and any sale by the Chargee shall be valid as regards the purchaser and shall not in any way be affected thereby. The Chargee shall be entitled to apply the proceeds of any sale hereunder first in payment of all Costs, charges and expenses incurred in respect of such sale, as more particularly described below, and secondly in payment of all amounts of interest and principal owing hereunder, in such order as the Chargee may select. If any surplus remains after the Chargee has fully satisfied its claims, such surplus shall be paid to the party then entitled by law to receive such surplus, or into court. The powers conferred on the Chargee hereunder are in addition to and not in limitation of any other rights or powers of the Chargee under this Charge, or at law or in equity.

The costs of any sale proceedings or other Enforcement Action hereunder, whether such sale proves abortive or not, including all commissions and other fees payable to real estate agents and brokers in connection with any such sale, and all Costs, charges and expenses (including, without limitation, legal fees on a full indemnity basis) incurred in respect of the Charged Property, which the Chargee shall be entitled to do, or in taking, recovering or keeping possession of the Charged Property, or in enforcing the remedies of the Chargee under this Charge, or by reason of non-payment or in procuring payment of the monies hereby secured, shall be added to the Indebtedness and bear interest at the Interest Rate provided for in this Charge as well after as before maturity, and shall be a charge on the Charged Property and shall be payable immediately with interest as aforesaid, and in default of payment, may be paid from the proceeds of any sale of the Charged Property.

Possession

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee may enter into and take possession of the Charged Property and shall be entitled to:

- have, hold, use, occupy, possess and enjoy the Charged Property without let, suit, hindrance, interruption or denial of the Chargor or any other Person;
- (b) maintain, repair and complete the construction of the Improvements;
- (c) inspect, manage, take care of, collect Rents and lease the Charged Property or any part thereof for such terms and for such Rents (which may extend beyond the Balance Date) and on such conditions and provisions (including providing any leasehold improvements and tenant inducements) as the Chargee may determine in its sole discretion, which Leases shall have the same effect as if made by the Chargor; and
- (d) pay from the Rents received all expenses of maintaining, preserving, protecting and operating the Charged Property, making any additions and replacements thereto and all charges payment of which may be necessary to preserve or protect the Charged Property and the Chargee shall have and enjoy and may exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation power to advance its own monies at the interest rate chargeable hereunder and to enter into contracts and undertake obligations for the foregoing purposes upon security hereof,

and all Costs, charges and expenses incurred by the Chargee in the exercise of such rights (including allowances for the time, service or effort of any person appointed by the Chargee for the above purposes, and all legal fees and disbursements incurred and all commissions and other fees payable to real estate agents and brokers in connection with any lease), together with interest thereon at the interest rate chargeable hereunder, shall be payable forthwith by the Chargor to the Chargee, and until paid shall be added to the Indebtedness and shall be secured by this Charge. Each lease or renewal of lease made by the Chargee while in possession of the Charged Property shall continue for its full term notwithstanding the termination of the Chargee's possession. The

Chargee shall not be liable for any loss or damage sustained by the Chargor or any other person resulting from any lease entered into by the Chargee, any failure to lease the Charged Property, or any part thereof, or from any other act or omission of the Chargee or any receiver in managing the Charged Property, nor shall the Chargee be obligated to perform or discharge any obligation or liability of the Chargor under any Lease, Security Documents or otherwise at law or in equity.

Exercise Rights of Chargor; Distraint

Upon the Chargee's rights and remedies hereunder becoming enforceable, the Chargee shall have, enjoy and exercise of all the powers and rights of and enjoyed by the Chargor with respect to the Charged Property or incidental, ancillary, attaching or deriving from the ownership by the Chargor of the Charged Property, including without limitation the powers of the receiver hereinbefore set out and the power to enter into agreements, to grant or agree to mortgages and other encumbrances, and to grant or reserve easements, rights-of-way, rights in the nature of easements and licences, in each case over or pertaining to the whole or any part of the Charged Property. If the Chargor shall make default in payment of any part of the interest payable under this Charge at any of the dates or times fixed for payment thereof, it shall be lawful for the Chargee to distrain therefor upon the Charged Property or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the Charged Property, so much of such interest as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. The Chargee may distrain for arrears of principal or other monies owing hereunder in the same manner as if the same were arrears of interest.

Chargee's Right to Perform Obligations

If the Chargor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents, then while any Event of Default exists, and without notice to demand upon the Chargor and without waiving or releasing any other right, remedy or recourse the Chargee may have because of such Event of Default, the Chargee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Chargor, and shall have the right to enter upon the Charged Property for such purpose and to take all such action thereon and with respect to the Charged Property as it may deem necessary or appropriate. If the Chargee shall elect to pay any sum due with reference to the Charged Property, the Chargee may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, the Chargee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, action, claim or charge before making an advance for the purpose of preventing or removing the same. The Chargor shall indemnify the Chargee for all Costs, losses, expenses, damages, claims and causes of action, including legal fees (on a full indemnity basis), incurred or accruing by reason of any acts performed by the Chargee pursuant to these provisions. All sums paid by the Chargee pursuant to this section, and all other sums expended by the Chargee to which it shall be entitled to be indemnified, together with interest thereon at the interest rate charged herein from the date of such payment or expenditure until paid, shall be added to the Indebtedness, shall be secured by the Security Documents and shall be paid by the Chargor to the Chargee upon demand.

Concurrent Remedies

The Chargee may exercise all remedies provided for in this Charge or otherwise at law or in equity concurrently or in such order and at such times as it may see fit and will not be obligated to exhaust any right or remedy before exercising any of its other rights or remedies pursuant to any other provisions contained in this Charge, any other Security Documents or otherwise at law or in equity.

Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Chargee hereunder or under any other of the Security Documents or instruments executed pursuant to the Commitment are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity, and any single or partial exercise by the

Chargee of any right or remedy for a default or breach of any term, covenant, condition or agreement contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Chargee may be lawfully entitled for such default or breach. Any waiver by the Chargee of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein, in the Security Documents or other documents or instruments executed pursuant to the Commitment or the Security Documents and any indulgence granted, either expressly or by course of conduct, by the Chargee shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Chargee hereunder, in the Security Documents or other documents or instruments executed pursuant to the Commitment as a result of any other default or breach hereunder or thereunder. In the event of a conflict or inconsistency between the application of any of the rights and remedies contained herein and the application of any of the rights or remedies of any of the other Security Documents, the provisions giving the Chargee the greater rights or remedies shall govern (to the maximum extent permitted by applicable law), it being understood that the purpose of this Charge and any of the other Security Documents is to add to, and not detract from, the rights granted to the Chargee under the Security Documents. The Chargee in its exercise of its rights and remedies may proceed to exercise any and all rights hereunder, under the Security Documents, and as available at law and no such remedy for the enforcement of the rights of the Chargee shall be exclusive of, or dependent on, any other remedy, but any one or more of such remedies may from time to time be exercised independently or in combination.

Judgments

The taking of a judgment or judgments against the Chargor or any of the other Covenantors for breach of its obligations contained in this Charge or any other Security Document will not merge or extinguish such obligations or affect the Chargee's rights to interest on the Indebtedness at the interest rate chargeable hereunder. Any such judgment may provide that interest thereon will be computed at the interest rate chargeable hereunder until such judgment is fully paid and satisfied.

Extension of Time and Waiver

Neither any extension of time given by the Chargee to the Chargor or any of the other Covenators or any person claiming through the Chargor, nor any amendment to this Charge or other dealing by the Chargee with a subsequent owner of the Charged Property will in any way affect or prejudice the rights of the Chargee against the Chargor or any other Covenantor or other persons liable for payment of the Indebtedness. The Chargee may waive any Event of Default in its sole discretion. No waiver will extend to a subsequent Event of Default, whether or not the same as or similar to the Event of Default waived, and no act or omission by the Chargee will extend to, or affect, any subsequent Event of Default or the rights of the Chargee arising from such Event of Default. Any such waiver must be in writing and signed by the Chargee. No failure on the part of the Chargee or the Chargor to exercise, and no delay by the Chargee or the Chargor in exercising, any right pursuant to this Charge will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right.

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Release

The Chargee may release in its discretion and at any time any of the Covenantors or any part or parts of the Charged Property from all or any part of the Indebtedness or the security either with or without any consideration and without releasing any other part of the Charged Property or any other of the Covenantors or other person from this Charge, any of the other Security Documents or from any of the covenants contained in this Charge or any of the other Security Documents, and without being accountable to the Chargor for the value of the Charged Property released or

for any money except that actually received by the Chargee. Every part or lot into which the Charged Property is or may hereafter be divided will stand charged with the entire Indebtedness. The Chargee may grant time, renewals, extensions, indulgences, releases and discharges, may take securities from and give the same up, may abstain from taking securities from or from perfecting securities, may accept compositions and proposals, and may otherwise deal with the Charger and all of the other Covenantors and securities as the Chargee may see fit without prejudicing the rights of the Chargee under the Loan or the Security Documents.

MISCELLANEOUS

General Indemnity

The Chargor shall protect, defend, indemnify and save harmless the Chargee its shareholders, directors, officers, employees and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable legal fees and expenses), imposed upon or incurred by or asserted against the Chargee by reason of (a) ownership of the Charge, the Charged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to the Charged Property occurring in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Charged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent Charged Property or adjacent parking areas, streets or ways; and (d) performance of any labour or services or the furnishing of any materials or other property in respect of the Charged Property or any part thereof. Any amounts payable to the Chargee by reason of the application of this section shall become immediately due and payable and shall bear interest at the interest rate chargeable hereunder from the date loss or damage is sustained by the Chargee until paid.

Time of the Essence

Time is of the essence with respect to this Charge.

Waivers

No course of dealing on the part of the Chargee, its officers, employees, consultants or agents, nor any failure or delay by the Chargee with respect to exercising any right, power or privilege of the Chargee under the any of the Security Documents, shall operate as a waiver thereof. No waiver of any provision of the Security Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

Governing Law

This Charge and the Security Documents shall be governed by and construed in accordance with the laws of the Province in which the Charged Property is located and the applicable laws of Canada.

Successors and Assigns

This Charge shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

Currency

All dollar references in this Charge are expressed in Canadian dollars.

Obligations as Covenants

Each obligation of the Covenantors expressed in this Charge or in any of the Security Documents, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

Land Registration Reform Act

The Parties hereby exclude from this Charge all of the covenants deemed to be included by section 7(1) of the *Land Registration Reform Act (Ontario)* (the "Act"), which covenants are hereby replaced by the covenants and agreements contained herein.

Electronic Imaging

The parties hereto agree that, at any time, the Chargee may convert paper records of the Security Documents and all other documentation delivered to the Chargee (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Chargee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

NO RELEASE OF COVENANTS UPON PARTIAL DISCHARGE OF MORTGAGE

In the event that one of the properties secured hereunder is partially discharged by the Chargee, such partial discharge shall not release the owner of such discharged property from his/her/its/their its covenants, including the covenant to pay the Indebtedness, contained in this Charge or in any of the other Security Documents which shall remain in full force and effect until the Indebtedness is repaid in full. This clause shall not confer any rights to the Chargor to obtain a partial discharge of this Charge except as may be otherwise set forth in this Charge.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the Indebtedness secured herein shall be secured by all of the Lands described under Properties field in the electronic Charge/Mortgage of Land to which this Schedule is attached.

For the purposes hereof each of the parcels of land designated by the Land Titles Office in which this Charge is registered with an individual PIN Number shall herein be referred to as a "Parcel" and all of the Parcels of land shall be collectively referred to as the "Lands".

AND THAT:

- (a) The Charge herein shall be registered against the Lands;
- (b) Each of the Parcels shall be charged with the whole of the principal sum secured herein together with all interest and costs payable hereunder;
- (c) The Chargor agrees notwithstanding anything herein to the contrary, there is no right in the Charge nor shall the Chargor be entitled to require that the principal be apportioned in respect of any of the Parcels;
- (d) The Chargor hereby agrees that each Parcel shall be the principal security for the entire principal sum secured herein;

The Chargee shall in the event of default be free to realize in its sole discretion upon any Parcel or Parcels in any order without prejudice to realizing upon any other Parcels from time to time.

Any and all remedies pursued by the Chargee against any one of the Parcels shall not release,

diminish, alter or exhaust the Chargee's rights against any of the other Parcels.

ASSIGNMENT OF RENTS

If the Chargee consents in writing to the Chargor's written requests to rent or lease the charged lands or any part thereof, then, to further secure the indebtedness secured hereunder, the Chargor hereby assigns and transfers unto the Chargee all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal or any letting of, or of any agreement for the use or occupancy of the lands and premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to, or which may be granted, it being the intention of the parties to establish an absolute transfer and assignment of all such rents, issues and profits under such leases and agreements and all the avails thereunder unto the Chargee.

The Chargor further covenants and agrees to execute and deliver at the request of the Chargee all such further assurances and assignments with respect to such tenancies as the Chargee shall from time to time require, and shall do all other acts with respect to such tenancies as requested by the Chargee.

The Chargor covenants and agrees that no rent has been or will be paid by any person in possession of any portion of the premises described herein, in advance and that the payment of none of the rents to accrue for any portion of the said lands and premises have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Chargor.

Provided further that the Chargor will not perform any act or do any thing or omit to do any thing which will cause the default of any lease in the buildings erected on the charged lands, unless consented to by the Chargee.

Any entry upon the Charged Property under the terms of this Indenture shall not constitute the Chargee a "Chargee in Possession" in contemplation of law and that the Chargee shall not become liable to account to the Charger or credit the Mortgagor with any moneys on account of the Charge except those which shall come into its hands or into the hands of any agents appointed by its pursuant hereto; the Chargee shall not be liable for failure to collect rents or revenues and shall be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the said rents and revenues, or any part thereof, and then, subject to all deductions and payments made out of the rents and revenues received from the Charged Property as herein provided.

It is the intention of the parties hereto that the within assignment shall be a present assignment provided that the Chargee shall not exercise any rights or remedies herein given to it until the Chargors are in default under any of the terms and provisions of the Charge. Until such default, the Chargors shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Charged Property. Default under this Indenture shall constitute default under the Charge.

That this assignment is taken by way of additional security only and neither the taking of this assignment nor anything done in pursuance hereof shall make the Chargee liable in any way, as landlord or otherwise, for the performance or any covenants, obligations or liabilities under the Leases or any of them.

LRO # 65 Notice

Registered as YR3205843 on 2021 02 09 at 13:46

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

yyyy mm dd Page 1 of 9

Properties

PIN 03691 - 0342 LT

Description PT LT 20 CON 7 AS IN A13736A SAVE & EXCEPT PTS 1 & 2 65R24002,

WHITCHURCH-STOUFFVILLE

4897 AURORA ROAD Address

STOUFFVILLE

PIN 03691 - 0339 LT

Description PT LT 20 CON 7 AS IN A9921A SAVE & EXCEPT PTS 4, 5 & 6 ON 65R24002,

WHITCHURCH-STOUFFVILLE

4897 AURORA ROAD Address

STOUFFVILLE

PIN 03691 - 0341 LT

PT LT 20 CON 7 PT 1 65R24002, WHITCHURCH-STOUFFVILLE; T/W A13736A Description

4923 AURORA ROAD Address

STOUFFVILLE

PIN 03691 - 0338 LT

Description PT LT 20 CON 7 PT 5 ON 65R24002, WHITCHURCH-STOUFFVILLE

4923 AURORA ROAD Address STOUFFVILLE

PIN 03691 - 0193 LT

PT LT 20 CON 7 WHITCHURCH PTS 1, 4, 5 & 6, 65R11071 S/T & T/W R452607; Description

WHITCHURCH-STOUFFVILLE

Address 4951 AURORA RD

STOUFFVILLE

PIN 03691 - 0197 LT

PT LT 20 CON 7 WHITCHURCH AS IN R105377 T/W R105377; Description

WHITCHURCH-STOUFFVILLE

Address 4963 AURORA ROAD

STOUFFVILLE

PIN 03691 - 0194 IT

PT LT 20 CON 7 WHITCHURCH PT 1, 65R4579 EXCEPT PT 1, 65R8336; Description

WHITCHURCH-STOUFFVILLE

Address 4987 AURORA ROAD

STOUFFVILLE

Consideration

Consideration \$2,125,000.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

341868 ONTARIO LTD Name Address for Service 23965 Warden Avenue, Keswick, Ontario L4P 3E9

I, Gerald J. Brouwer, President, have the authority to bind the corporation.

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

Name KESBRO INC. Address for Service 23965 Warden Avenue,

> Keswick, Ontario L4P 3E9

I, Gerald John Brouwer, President, have the authority to bind the corporation.

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

2506039 ONTARIO LIMITED Name

Address for Service 1267 Cornwall Road

Suite 301 Oakville, Ontario L6J 7T5

I, Oscar Furtado, President, have the authority to bind the corporation.

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

LRO # 65 Notice

Registered as YR3205843 on 2021 02 09 at 13:46

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

yyyy mm dd Page 2 of 9

Applicant(s)

Name BROUWER, GERALD
Address for Service 23965 Warden Avenue,

Keswick, Ontario

L4P 3E9

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

Party To(s) Capacity Share

Name HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Address for Service 89 Tycos Drive,

Suite 208, Toronto, Ontario M6B 1W3

I, Yitz Levinson, President, have the authority to bind the corporation

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

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, YR2919563 registered on 2019/01/15 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)YR2919563, YR3056307, Transfer of Charge No. YR3205823

Signed By

Deanna Elizabeth Wehby 77 King Street West Suite 3000 PO acting for Signed 2021 02 09

Box 95 TD Centre Applicant(s)

Toronto M5K 1G8

Tel 416-864-9700 Fax 416-941-8852

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

Submitted By

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2021 02 09

Box 95 TD Centre

Toronto

M5K 1G8

Tel 416-864-9700 Fax 416-941-8852

Fees/Taxes/Payment

Statutory Registration Fee \$65.30 Total Paid \$65.30

File Number

Party To Client File Number : 200836 JF/DW

SCHEDULE

Terms of Agreement Amending Charge/ Mortgage

WHEREAS:

- (a) Pursuant to a Charge/Mortgage registered in the Land Registry Office for the York Region Land Registry Office (No. 65) (the "Land Registry Office") on the 15th day of January, 2019, as Instrument No. YR2919563, 341868 ONTARIO LTD., KESBRO INC., 2506039 ONTARIO LIMITED and GERALD BROUWER (collectively, the "Chargor") charged the lands described therein in favour of HILLMOUNT CAPITAL INC. (the "Original Chargee") to secure the payment of the principal sum of ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00) with interest as therein set out upon the terms therein mentioned (the "Charge").
- (b) Pursuant to a Transfer of Charge registered in the said Land Registry Office on January 15, 2020 as Instrument No. YR3056307, the Original Chargee transferred an undivided 8.6842% interest in the Charge to Hillmount Capital Mortgage Holdings Inc. ("HCMH") Upon registration of the Transfer of Charge, the interests of the Original Chargee and HCMH (collectively the "Chargees") in the Charge were as follows: Hillmount Capital Inc., as to an undivided 91.3158% interest and Hillmount Capital Mortgage Holdings Inc., as to an undivided 8.6842% interest.
- (c) AND WHEREAS pursuant to a Transfer of Charge registered in the said Land Registry Office on February 9, 2021 as Instrument No. YR3205823, the Original Chargee transferred an undivided 91.3158% interest in the Mortgage in favour of HCMH. Upon registration of the Transfer of Charge, the Lender of the mortgage is as follows: Hillmount Capital Mortgage Holdings Inc., as to an undivided 100.00% interest (the "Chargee");
- (d) The sum of \$1,900,000.00 is outstanding under the Charge on account of principal as of the date of the registration of the within Notice prior to the advance of \$225,000.00. Upon the registration of the within Notice there will be a balance outstanding of \$2,125,000.00;
- (e) The obligations of the Chargor to the Chargee pursuant to the Charge were guaranteed by Oscar Furtado (the "Guarantor")
- (f) The parties hereto signing as Chargor, Guarantor and Chargee and have agreed to amend the Charge as hereinafter set out.
- (g) The Guarantor has agreed to guarantee payment of the Charge as described in the Charge as amended herein and to observe, perform and be bound by the terms, conditions, covenants and provisions contained in the Charge, as amended herein.
- (h) All capitalized words and terms used herein and not otherwise defined herein but defined in the Charge shall have the meanings ascribed to them in the Charge.

NOW THEREFORE in consideration of the covenants herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto) the Chargor, Guarantor and the Chargee and hereby agree as follows:

The parties hereto agree that the Charge is hereby amended from and including as of the date of the registration of the within Notice as follows:

- 2. The principal amount of the Charge as of such date shall be increased to TWO MILLION ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$2,125,000.00) of lawful money of Canada.
- 3. The Charge is hereby amended by deleting "\$1,900,000.00" as the Principal amount from

the Provisions field on page 2 of the Charge and replacing it with "\$2,125,000.00".

- 4. The Charge is hereby amended by deleting "See Schedule" as the Interest Rate from the Provisions field on page 2 of the Charge and replacing it with "7.90% per annum".
- 5. The Charge is hereby further amended by deleting the interest rate provision under the heading "ADDITIONAL PAYMENT PROVISIONS" contained on page 3 of the Charge.
- 6. The Charge is hereby further amended by deleting the definition of "Charge" contained on page 4 of the Charge and replacing it with the following:

"Charge" means, collectively, the electronic Charge/Mortgage to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Charge/Mortgage or to the Schedule, as amended by, the electronic Notice of Agreement Amending Charge/Mortgage, to which the Schedule is attached, the Schedule and all other Schedules and Appendices to the Notice of Agreement Amending Charge/Mortgage or to the Schedule, as may be further amended from time to time".

7. The Charge is hereby further amended by deleting the definition of "Commitment" contained on page 5 of the Charge and replacing it with the following:

"Commitment" means the Commitment Letter dated November 22, 2018 issued by Hillmount Capital Inc. to the Chargor, as amended by a Mortgage Renewal and Amendment to Commitment dated January 18, 2021, and shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto or thereof from time to time."

- 8. The Charge is hereby further amended by deleting "\$1,900,000.00" as the amount of the loan in the definition of "Loan" on page 5 of the Charge and replacing it with "\$2,125,000.00".
- 9. The Charge is hereby further amended by deleting the definition of "Security Documents" contained on page 6 of the Charge and replacing it with the following:

"Security Documents" means collectively, all documents, instruments, agreement, guarantees and opinions now or hereafter evidencing, securing, guaranteeing and or relating to the Loan and the Indebtedness or any part thereof, including, without limitation, the Commitment, the Charge, the Notice of Agreement Amending Charge/Mortgage, the General Security Agreement, the Guarantee, the Restated Guarantee, Assignment and Pledge of Securities, Assignment of Material Project Agreements, Assignment and Direction to TARION, Assignment and Direction to Bank, Assignment and Direction to Authority, Environmental Indemnity and all certificates, declarations, undertakings, documents and writings provided or as required which are incidental to any of the foregoing and any other instrument or agreement provided and shall include all amendments, modifications, extensions, renewals, restatements, or replacements thereto or thereof from time to time."

10. The Charge is hereby further amended by deleing the clause "SINGLE FAMILY RESIDENCE – 4897 Aurora Road, Whitchurch-Stouffville, 4923 Aurora Road, 4951 Aurora Road, Whitchurch-Stouffville, 4963 Aurora Road, Whitchurch-Stouffville and 4987 Aurora Road, Whitchurch-Stoufville, Ontario (collectively, the "Occupied Properties")" on page 20 of the Charge and replacing it with the following clause:

"SINGLE FAMILY RESIDENCE - RENTAL PROPERTY

The Chargor covenants with the Chargee that the Charged Property is not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements, offers to lease, leases or licences, respecting the Charged Property or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the Charged Property on default or adversely affecting the value of the Chargee's interest in the Charged Property contrary to the provisions of The Mortgages Act, R.S.O. 1990 as amended."

11. The Charge is hereby further amended by adding the following clause to the Charge:

"ADVANCES

The Commitment provides for staged advances of the monies secured hereunder; and notwithstanding anything to the contrary contained herein or in any prior or subsequent oral or written agreement between the parties, the parties hereto hereby covenant, agree and acknowledge that neither the delivery of any Commitment by the Chargee to the Chargor, nor the execution, nor the registration of this Charge nor the advancement in part of the monies hereby secured shall bind the Chargee in law or in equity thereof, but that the advance of the monies hereby secured or any part thereof is to be made from time to time, in such manner and at such time and in such amounts as the Chargee in its sole exclusive discretion may from time to time determine and it is to be clearly understood that the Chargee is not bound to make any Advance hereunder and may at any time refuse to make Advances hereunder.

12. The Charge is hereby further amended by adding the following clause to the Charge:

"RENEWAL OPTION

- (a) Provided that i) this Charge has always been in good standing and has never been in default; and ii) the market value of the Charged Property has not decreased, as determined by the Chargee's realtor or appraiser in their sole discretion, at the Lender's sole discretion, the Chargor shall have one (1) option of renewing this Charge for a term of twelve (12) months.
- (b) During such renewal term, all terms and conditions of this Charge, including the interest rate, but save and except this renewal option, shall remain the same.
- (c) The Chargors shall also pay to the Chargee at the time of exercising this renewal option, a renewal fee equal to One percent (1%) of the Loan and fee equal to One percent (1%) of the Loan to the mortgage broker, PrivComm Mortgages (the "Broker") and if not paid shall form part of the Indebtedness of the within Charge and be secured by it.
- (d) Should the Chargors require an increase of the balance of the Loan at the time of exercising this renewal option, a renewal fee equal to One Point Five Percent (1.5%) of the increased amount of the Loan and fee equal to One Point Five Percent (1.5%) of the increased amount Loan to the Broker and if not paid shall form part of the Indebtedness of the within Charge and be secured by it.
- (e) The Chargor shall forthwith execute and deliver to the Chargee any renewal documentation reasonably required by the Chargee at the expense of the Chargor.
- (f) The Chargor shall pay all of the Chargee's reasonable legal fees and disbursements relating to any such renewal."
- 13. The Chargor does hereby covenant with the Chargee to pay the Indebtedness and interest on the days and times and in the manner set out in the Charge and to keep, observe, perform and fulfill all the covenants, provisos and agreements in the Charge contained, as amended hereby.
- 14. The Chargor acknowledges and agrees that interest on the existing principal balance under the Charge prior to the execution and registration of this Agreement Amending Charge/Mortgage shall be due and payable until the date of the new advance under the Charge, as amended hereby, in accordance with the original provisions of the Charge.

- 15. All covenants, clauses, conditions, provisos, powers and things whatsoever contained in the Charge shall apply and relate to the amended terms herein set out as fully and in the same manner as if the same had been fixed in and by the Charge, the intention being that this agreement shall be read and construed along with and treated as part of the Charge which shall continue in full force and effect, except as amended or varied hereby.
- 16. The Chargor and the Guarantor acknowledge and agree that the Security Documents have not been amended, save and except by the terms of this Agreement Amending Charge, cancelled, surrendered, or terminated and all covenants, obligations, clauses, conditions, provisos, powers and things whatsoever contained in the Security Documents shall remain valid, binding and in full force and effect and are hereby re-confirmed, and all statements, representations and warranties in the Security Documents are hereby deemed to have been up-dated, repeated and confirmed by the parties who provided same as of the date hereof.
- 17. The parties hereby agree that the Charge shall be deemed to be dated on the day that this Agreement Amending Charge is signed by the Chargor.
- 18. In all other respects the parties hereto confirm the terms and conditions contained in the Charge and all of the other Security Documents.
- 19. I, Gerald Brouwer, warrant to the Chargee that the charged property municipally known as 4987 Aurora Road, Stouffville, Ontario has never been occupied by myself and my spouse, who is not separated from me, as our family residence.
- 20. The Guarantor, by executing this Agreement Amending Charge/Mortgage, signifies his consent to the amendment of the Charge contained herein and acknowledge his continuing liability to the Chargee as guarantor of the Indebtedness secured by the Charge, as amended herein.
- 21. PROVIDED that nothing herein contained shall create any merger or alter the rights of the Chargee as against any subsequent encumbrancer or other person interested in the said lands, nor affect the liability of any person not a party hereto who may be liable to pay the said mortgage money or the rights of any such person all of which rights are hereby reserved.
- 22. In construing this document, the words "Chargor" "Guarantor" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein requires and all necessary grammatical changes, as the context requires, shall be deemed to be made.
- 23. The provisions of this document shall enure to and be binding upon the heirs, estate trustees, successors and assigns of each party and all covenants, liabilities and obligations shall be joint and several.

SIGNATURE(S) TO APPEAR ON FOLLOWING PAGE

The parties co	nfirm that the above recitals	are true and accurate	in all respects.	
Dated this	day of January, 2021			
		HILLMOUNT HOLDINGS INC.	CAPITAL	MORTGAGE
		Per: Yell for	Mary management	_
		Name: Yitz Levinso Title: President I have authority to b		ion.
		341868 ONTARIO) LTD.	
		Per: Name: Gerald J. Bro Title: President I have authority to b		ion.
		KESBRO INC.		
		Per: Name: Gerald John Title: President I have authority to b		ion.
		2506039 ONTARI	O LIMITED	
		Per: Name: Oscar Furtac Title: President I have authority to b		ion.
		Gerald Brouwer		
	ned Guarantor hereby conser- provisions thereof.	nts to the within Agr	eement, and cor	nfirms that he is
Dated this	day of January, 2021			
		Oscar Furtado		

The parties confirm that the above re	ecitals are true and accurate in all respects.
Dated this day of January, 2021	
	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.
	Per: Name: Yitz Levinson Title: President I have authority to bind the corporation.
	341868 ONTARIO LTD.
	Per: All Souwer Name: Gerald J. Brouwer Title: President I have authority to bind the corporation.
	KESBRO INC.
	Per: Name: Gerald John Brouwer Title: President I have authority to bind the corporation.
	2506039 ONTARIO LIMITED
	Per: Name: Oscar Furtado Title: President I have authority to bind the corporation. Gerald Brouwer
	Gerard Diouwer

The undersigned Guarantor hereby consents to the within Agreement, and confirms that he is bound by the provisions thereof.

Dated this day of January, 2021

Oscar Furtado

The parties confirm that the above recitals are true and accurate in all respects.

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Name: Yitz Levinson Title: President

I have authority to bind the corporation.

341868 ONTARIO LTD.

Per:

Name: Gerald J. Brouwer Title: President

I have authority to bind the corporation.

KESBRO INC.

Per: Name: Gerald John Brouwer

Title: President

I have authority to bind the corporation.

2506039 ONTARIO LIMITED

Per: Name: Oscar Furtado

Name: Oscar Furtado Title: President

I have authority to bind the corporation.

Gerald Brouwer

The undersigned Guarantor hereby consents to the within Agreement, and confirms that he is bound by the provisions thereof.

9th February, 2021 Dated this day of JANANAY, XXXXIX

Oscar Furtado

This is Exhibit "113" referred to in the Affidavit of Stephanie Collins sworn before me, this 6th day of December, 2021

A COMMISSIONER FOR TAKING AFFIDAVITS

Michelle Spain, a Commissioner, etc., Province of Ontario, for the Government of Ontario, Ontario Securities Commission. Expires March 22, 2024.



Business Account Statement

RBBDA30000_5935885 E D 00932 00154
FURTADO HOLDINGS INC.
SUITE 301
1267 CORNWALL ROAD
OAKVILLE ON L6J 7T5

September 3, 2019 to October 1, 2019

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

 Opening balance on September 3, 2019
 \$1,988.23

 Total deposits & credits (1)
 + 6,000,000.00

 Total cheques & debits (3)
 - 30.00

 Closing balance on October 1, 2019
 = \$6,001,958.23

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)	
Opening balance			1,988.23	
Activity fee	4.50			
RoyalDirect Fee	8.50		1,975.23	
Funds transfer credit TT SCHNEIDER RU		6,000,000.00		
Funds transfer fee TT SCHNEIDER RU	17.00		6,001,958.23	
Closing balance			6,001,958.23	
	Opening balance Activity fee RoyalDirect Fee Funds transfer credit TT SCHNEIDER RU Funds transfer fee TT SCHNEIDER RU	Opening balance Activity fee 4.50 RoyalDirect Fee 8.50 Funds transfer credit TT SCHNEIDER RU Funds transfer fee TT SCHNEIDER RU 17.00	Opening balance Activity fee 4.50 RoyalDirect Fee 8.50 Funds transfer credit TT SCHNEIDER RU 6,000,000.00 Funds transfer fee TT SCHNEIDER RU 17.00	

Account Fees: \$30.00



Business Account Statement

September 3, 2019 to October 1, 2019
Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

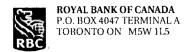
Call us at 1-800-769-2520 for:

- Business account transaction information
- · Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more

Please check this Account Statement without delay and advise us of any error or omission within 45 days of the statement date. An image included on this Account Statement does not indicate that a cheque has been successfully processed as of the statement date. Please retain this statement for your records. Additional copies will be subject to a nominal fee.

*Registered trademarks of Royal Bank of Canada.

Royal Bank of Canada GST Registration Number: R105248165.



Business Account Statement

RBBDA30000_6686292 E D 00932 00910 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5 October 1, 2019 to November 1, 2019

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Opening balance on October 1, 2019 \$6,001,958.23

Total deposits & credits (0) + 0.00

Total cheques & debits (6) - 555,021.50

Closing balance on November 1, 2019 = \$5,446,936.73

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Balance (\$)	Deposits & Credits (\$)	Cheques & Debits (\$)	Description	Date
6,001,958.23			Opening balance	
		4.50	Activity fee	04 Oct
6,001,945.23		8.50	RoyalDirect Fee	
		120,000.00	Cash withdrawal	17 Oct
5,651,945.23		230,000.00	Cash withdrawal	
5,486,936.73		165,008.50	Cash withdrawal	21 Oct
5,446,936.73		40,000.00	Cash withdrawal	30 Oct
5,446,936.73			Closing balance	

Account Fees: \$13.00

October 1, 2019 to November 1, 2019 Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- · Help with your personal banking needs



RBBDA30000_7339829 E D 00932 00492 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5 November 1, 2019 to December 2, 2019

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on December 2, 2019	= \$5,121,917.98	
Total cheques & debits (5)	- 325,018.7	
Total deposits & credits (0)	+ 0.00	
Opening balance on November 1, 2019	\$5,446,936.73	

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			5,446,936.73
06 Nov	Activity fee	10.25		
	RoyalDirect Fee	8.50		5,446,917.98
12 Nov	Cash withdrawal	150,000.00		5,296,917.98
14 Nov	Cash withdrawal	75,000.00	W. Carlotte, and the Carlotte,	5,221,917.98
28 Nov	Cheque - 9	100,000.00		5,121,917.98
-	Closing balance	Alva Walana	4.4	5,121,917.98

Account Fees: \$18.75

RBC

Business Account Statement

November 1, 2019 to December 2, 2019 **Account number:**

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- · Business account transaction information
- · Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



December 2, 2019 to January 2, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on lanuary 2, 2020	= \$4.671.901.23
Total cheques & debits (6)	- 450,016.75
Total deposits & credits (0)	+ 0.00
Opening balance on December 2, 2019	\$5,121,917.98

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			5,121,917.98
05 Dec	Activity fee	8.25		
	RoyalDirect Fee	8.50		5,121,901.23
12 Dec	Cash withdrawal	100,000.00		
	Cash withdrawal	100,000.00		4,921,901.23
16 Dec	Debit Memo Business to business	150,000.00		4,771,901.23
20 Dec	Cash withdrawal	100,000.00		4,671,901.23
	Closing balance			4,671,901.23

Account Fees: \$16.75



December 2, 2019 to January 2, 2020

Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- · Business account transaction information
- · Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



January 2, 2020 to February 3, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1\text{-}800\text{-}Royal^{\textcircled{\$}}2\text{-}0\\ (1\text{-}800\text{-}769\text{-}2520)$

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on February 3, 2020	= \$3,821,874.73	
Total cheques & debits (9)	- 970,026.50	
Total deposits & credits (2)	+ 120,000.00	
Opening balance on January 2, 2020 \$4,67		

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			4,671,901.23
07 Jan	Activity fee	9.50		
	RoyalDirect Fee	8,50		4,671,883.23
10 Jan	Debit Memo Client request LOAN TO MAJOR MACKENZIE	100,000.00		4,571,883.23
21 Jan	Cash withdrawal	50,000.00		
	Cash withdrawal	100,000.00		4,421,883.23
23 Jan	Deposit		50,000.00	4,471,883.23
24 Jan	BR TO BR • 0533		70,000.00	
	BR TO BR • 0533	70,000.00		4,471,883.23
27 Jan	Debit Memo Client request TRANSFER TO OSCAR FURTADO	100,000.00		4,371,883.23
29 Jan	BR TO BR • 0533	50,008.50		4,321,874.73



January 2, 2020 t<u>o February 3, 2020</u>

Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
31 Jan	Debit Memo Client request TRANSFER TO OSCAR	500,000.00		3,821,874.73
	Closing balance			3,821,874.73

Account Fees: \$18.00

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



RBBDA30000_1210444 E D 00932 00320 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5 February 3, 2020 to March 2, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1\text{-}800\text{-}Royal^{\textcircled{\$}}2\text{-}0$ (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

 Opening balance on February 3, 2020
 \$3,821,874.73

 Total deposits & credits (0)
 + 0.00

 Total cheques & debits (8)
 - 950,033.19

 Closing balance on March 2, 2020
 = \$2,871,841.54

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			3,821,874.73
05 Feb	BR TO BR - 0533	50,008.50		3,771,866.23
06 Feb	Activity fee	16,19		
	RoyalDirect Fee	8.50		3,771,841.54
11 Feb	Cash withdrawal	50,000.00		
	Cash withdrawal	100,000.00		
	Cash withdrawal	200,000.00		3,421,841.54
25 Feb	BR TO BR - Debit Memo 0533 Loan to Major Mac	150,000.00		3,271,841.54
28 Feb	Cash withdrawal	400,000.00		2,871,841.54
	Closing balance			2,871,841.54

Account Fees: \$24.69



February 3, 2020 to March 2, 2020

Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



March 2, 2020 to April 1, 2020

RBBDA30000_1919933 E D 00932 00923 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD

OAKVILLE ON L6J 7T5

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal®2-0 (1-800-769-2520) www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on April 1, 2020	= \$1,476,776.04		
Total cheques & debits (8)	- 1,400,065.50		
Total deposits & credits (1)	+ 5,000.00		
Opening balance on March 2, 2020	, 2020 \$2,871,841.5		

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
Opening balance			2,871,841.54
Funds transfer BORDEN LADNER G	100,045.00		2,771,796.54
Deposit 0003		5,000.00	
Activity fee	12.00		
RoyalDirect Fee	8.50		2,776,776.04
BR TO BR - 0533	50,000.00		2,726,776.04
Cash withdrawal	500,000.00		2,226,776.04
Cash withdrawal	400,000.00		1,826,776.04
Cash withdrawal	100,000.00		1,726,776.04
	Opening balance Funds transfer BORDEN LADNER G Deposit 0003 Activity fee RoyalDirect Fee BR TO BR - 0533 Cash withdrawal Cash withdrawal	Opening balanceFunds transfer BORDEN LADNER G100,045.00Deposit 000312.00Activity fee12.00RoyalDirect Fee8.50BR TO BR - 053350,000.00Cash withdrawal500,000.00Cash withdrawal400,000.00	Opening balance Funds transfer BORDEN LADNER G 100,045.00 Deposit 0003 5,000.00 Activity fee 12.00 RoyalDirect Fee 8.50 BR TO BR - 0533 50,000.00 Cash withdrawal 500,000.00 Cash withdrawal 400,000.00



March 2, 2020 to April 1, 2020 Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
31 Mar	Cash withdrawal	250,000.00		1,476,776.04
	Closing balance			1,476,776.04

Account Fees: \$20.50

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- · Help with your personal banking needs
- And more



April 1, 2020 to May 1, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1\text{-}800\text{-}Royal^{\textcircled{\$}}2\text{-}0$ (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on May 1, 2020	= \$595,094.40		
Total cheques & debits (10)	- 881,681.64		
Total deposits & credits (0)	+ 0.00		
Opening balance on April 1, 2020	\$1,476,776.0		

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			1,476,776.04
02 Apr	Cash withdrawal	25,000.00		1,451,776.04
06 Apr	Web payment	50,000.00		
	Activity fee	13.47		
	RoyalDirect Fee	8,50		1,401,754.07
07 Apr	Web payment	50,000.00		1,351,754.07
23 Apr	Account transfer	50,000.00		1,301,754.07
27 Apr	Account transfer	115,302.31		
	Account transfer	150,000.00		
	Cash withdrawal	391 , 357.36		645,094.40



April 1, 2020 to May 1, 2020

Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
30 Apr	Account transfer A	50,000.00		595,094.40
	Closing balance			595,094.40

Account Fees: \$21.97

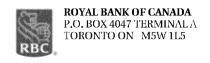
Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



May 1, 2020 to June 1, 2020

RBBDA30000_3262907 E D 00932 00969 FURTADO HOLDINGS INC. SUITE 301

SUITE 301 1267 CORNWALL ROAD OAKVILLE ON 16J 7T5

Account number:

How to reach us:

Please contact your RBC Banking representative or call 1-800-Royal $^{\oplus}2-0$ (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on June 1, 2020	= \$220,074.40
Total cheques & debits (11)	- 375,020.00
Total deposits & credits (0)	+ 0.00
Opening balance on May 1, 2020	\$595,094.40

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			595,094.40
06 May	Activity fee	11.50		
	RoyalDirect Fee	8,50		595,074.40
19 May	Cash withdrawal	50,000.00		545,074.40
25 May	Account transfer	20,000.00		
	Account transfer	35,000.00		
	Account transfer	50,000.00		
	Account transfer	55,000.00		385,074.40
26 May	Account transfer	20,000.00		
	Account transfer	100,000.00		265,074.40
29 May	Account transfer	20,000.00		



May 1, 20<u>20 to June 1, 2020</u>

Account number:

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
29 May	Account transfer	25,000.00		220,074.40
	Closing balance			220,074.40

Account Fees: \$20.00

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



June 1, 2020 to July 2, 2020

RBBDA30000_3955833 E D 00932 00025 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1\text{-}800\text{-}Royal^{\textcircled{\$}}2\text{-}0$ (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Opening balance on June 1, 2020	\$220,074.40
Total deposits & credits (1)	+ 1,839.30
Total cheques & debits (8)	- 210,020.25
Closing balance on July 2, 2020	= \$11,893.45

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			220,074.40
04 Jun	Activity fee	11,75		
	RoyalDirect Fee	8,50		220,054.15
17 Jun	Deposit 0004		1,839.30	
	Account transfer	50,000.00		171,893.45
18 Jun	Account transfer	50,000.00		121,893.45
22 Jun	Cheque - 102	10,000.00		111,893.45
26 Jun	Account transfer /	15,000.00		
	Account transfer A	20,000.00		



June 1, 2020 to July 2, 2020

Account number:

Account Activity Details - continued

Date	Description	 Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
26 Jun	Account transfer	65,000.00		11,893.45
	Closing balance			11,893.45

Account Fees: \$20.25

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- Business account transaction information
- Credit and debit card processing solutions
- · Your nearest ATM or Night Deposit location
- · Help with your personal banking needs
- And more



RBBDA30000_4661173 E D 00932 00285 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD

OAKVILLE ON L6J 7T5

July 2, 2020 to August 3, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1\text{-}800\text{-}Royal^{\circledcirc}2\text{-}0 \\ (1\text{-}800\text{-}769\text{-}2520) \\ \text{www.rbcroyalbank.com/business}$

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on August 3, 2020	= \$11,873.98
Total cheques & debits (2)	- 19.47
Total deposits & credits (0)	+ 0.00
Opening balance on July 2, 2020	\$ 11,893 . 45

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			11,893.45
07 Jul	Activity fee	10.97		
	RoyalDirect Fee	8.50		11,873.98
	Closing balance			11,873.98

Account Fees: \$19.47



July 2, 20<u>20 to August 3, 2020</u>

Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- · Business account transaction information
- · Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more



RBBDA30000_5319418 E D 00932 00934 FURTADO HOLDINGS INC. SUITE 301 1267 CORNWALL ROAD OAKVILLE ON L6J 7T5 August 3, 2020 to September 1, 2020

Account number:

How to reach us:

Please contact your RBC Banking representative or call $1-800-Royal^{\oplus}2-0$ (1-800-769-2520)

www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

2460 WINSTON CHURCHILL BLVD, OAKVILLE, ON L6H 6J5

Closing balance on September 1, 2020	= \$41,860.98
Total cheques & debits (5)	- 230,013.00
Total deposits & credits (3)	+ 260,000.00
Opening balance on August 3, 2020	\$11,873.98

Have your business needs changed? We can help.

Let us help identify opportunities to take your business to the next level, whether it's making your cash flow cycle more efficient or helping to set the stage for future growth. Your account manager would be pleased to help, or call an RBC Business Advisor at 1-800-769-2520.

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			11,873.98
06 Aug	Activity fee	4,50		
	RoyalDirect Fee	8,50		11,860.98
18 Aug	Deposit 0005		100,000.00	
	Account transfer	100,000.00		11,860.98
25 Aug	BR TO BR - 1532		60,000.00	
	Account transfer	60,000.00		11,860.98
31 Aug	Account transfer GO TO NIAGARA		100,000.00	111,860.98
	Account transfer	70,000.00		41,860.98
	Closing balance			41,860.98

Account Fees: \$13.00



August 3, 2020 to September 1, 2020

Account number:

Important Account Information

RBC Business Advisors are available 24 hours a day, 7 days a week

Our team of business advisors are available whenever you need them.

Call us at 1-800-769-2520 for:

- · Business account transaction information
- · Credit and debit card processing solutions
- Your nearest ATM or Night Deposit location
- Help with your personal banking needs
- And more

GO-TO DEVELOPMENTS HOLDINGS INC. *et al.* Respondents

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

AFFIDAVIT OF STEPHANIE COLLINS Sworn December 6, 2021

Ontario Securities Commission

20 Queen Street West, 22nd Floor Toronto, ON M5H 3S8

Erin Hoult (LSO No. 54002C)

Tel.: (416) 593-8290

Email: ehoult@osc.gov.on.ca

Lawyers for the Ontario Securities Commission