

Olympia Trust Company in trust for RRSP #116684
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #116683
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #108839
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #116442
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #116448
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120838
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120277
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120252
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120760
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120359
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120746
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #121908
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120821
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #121916
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #121911
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120914
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120566
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120387
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120623
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #117645
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120916
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #121383
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120553
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120918
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #122601
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120563
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120174
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120170
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #120917
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131043
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131042
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131460
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #103942
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #110728
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #132216
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131649
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #130677
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #106461
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #130969
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Olympia Trust Company in trust for RRSP #130968
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #130970
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #17643
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131185
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131655
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133620
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Calgary, Alberta T2G 0P6

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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133057
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #122071
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #107346
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133399
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #124805
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #125989
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #132518
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #132174
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #132971
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Calgary, Alberta T2G 0P6

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Olympia Trust Company in trust for RRSP #131962
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131440
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #130966
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Olympia Trust Company in trust for RRSP #113916
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Olympia Trust Company in trust for RRSP #132806
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Olympia Trust Company in trust for RRSP #108971
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #132175
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133827
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #107915
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133010
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133009
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #115611
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131956
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133058
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #131111
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133047
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Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #133056
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Olympia Trust Company in trust for RRSP #146805
2200, 125-9th Avenue S.E.
Calgary, Alberta T2G 0P6

Grant Thornton Limited
Attention: Jon Krieger
200 King Street West
11th Floor, Box 11
Toronto, ON M5H 3T4

Grant Thornton Limited
c/o Aird & Berlis LLP
Attention: Randy Todd Hooke
181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T9

NOTICE OF SALE UNDER MORTGAGE

TO: THE PARTIES SHOWN ON SCHEDULE "A" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of the monies due under a certain mortgage dated the 16th day of January, 2014, made between

MCMURRAY STREET INVESTMENTS INC. as Mortgagor,

COMPUTERSHARE TRUST COMPANY OF CANADA as Mortgagee,

upon the following property, namely:

PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 AND 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE; PT LT 1, CON 2 MACAULAY PT 1 35R22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3, BRACEBRIDGE PT 35R22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R22861; T/W PT 7 35R2580 AS IN DM30937, DM80981; S/T PT 3 35R22861 AS IN LT92776 AS AMENDED BY ORDER LT240194 PARTIALLY RELEASED BY LT165005; S/T PT 3 35R22861 AS IN LT92727 AMENDED BY ORDER LT240194, TOWN OF BRACEBRIDGE, DISTRICT MUNICIPALITY OF MUSKOKA; and PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE; THE DISTRICT MUNICIPALITY OF MUSKOKA

which mortgage was registered on the 16th day of January, 2014, in the Land Titles Office for the Land Titles Division of Muskoka as Instrument No. MT135137

AND I hereby give you notice that the amount now due on the mortgage for principal money, interest, taxes, insurance premiums and costs, respectively, are as follows:

for principal outstanding	\$1,989,699.42
for interest accrued to January 9, 2017	54,224.33
for NSF fees	200.00
for costs	4,800.00

	\$1,998,923.75

(such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper), together with interest at the rate of 12.0 per cent, per annum, on the principal and interest hereinbefore mentioned, from the 9th day of January, 2017 to the date of payment.

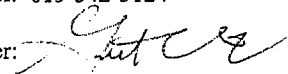
AND UNLESS the said sums are paid on or before the 15th day of February, 2017, I shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE IS given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED the 9th day of January, 2017.

COMPUTERSHARE TRUST COMPANY OF CANADA
by its solicitors,

VINER, KENNEDY, FREDERICK,
ALLAN & TOBIAS LLP
Barristers and Solicitors
366 King Street East, Suite 300
Kingston, ON K7K 6Y3
Tel: 613-542-3124

Per: 
Garth B. Allan

SCHEDULE "A"

TO: McMurray Street Investments Inc.
c/o Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6

AND TO: Olympia Trust Company
In Trust for RRSP - 91886
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 119422
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118627
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 89181
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 122245
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 119395
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 119164
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118229
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118230
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118285
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 115197
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118977
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 119394
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118979
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118975
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118742
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118820
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118967
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Calgary, Alberta
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AND TO: Olympia Trust Company
In Trust for RRSP - 118974
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Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118981
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118980
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 100287
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 119278
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 86593
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118827
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 98070
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 98563
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: 774718 Canada Inc.
Tier 1 Transaction Advisory Services Inc.
3100 Steeles Avenue East, Suite 902
Markham, Ontario
L3R 8T3

AND TO: Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610
Toronto, Ontario
M5H 2R2

AND TO: Grant Thornton Limited
200 King Street West, 11th Floor
Box 11
Toronto, Ontario
M5H 3T4

AND TO: Aird Berlis LLP
Attention: Randy Hooke
181 Bay Street, Suite 1800
Box 754
Toronto, Ontario
M5J 2T9

TAB 8

Request ID: 019800120
 Transaction ID: 63273856
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2017/01/13
 Time Report Produced: 15:25:08
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2365054	SCOLLARD DEVELOPMENT CORPORATION	2013/03/14
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
		Amalgamation Ind.
		NOT APPLICABLE
51 CALDARI		NOT APPLICABLE
Suite # A1M		New Amal. Number
CONCORD		Notice Date
ONTARIO		NOT APPLICABLE
CANADA L4K 4G3		NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
		Revival Date
24 COUNTRY CLUB DRIVE		Continuation Date
		NOT APPLICABLE
KING CITY		Transferred Out Date
ONTARIO		Cancel/Inactive Date
CANADA L7B 1M5		NOT APPLICABLE
		EP Licence Eff. Date
		EP Licence Term. Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	Date Ceased
		in Ontario
Activity Classification	00001	00015
NOT AVAILABLE		NOT APPLICABLE
		NOT APPLICABLE

Request ID: 019800120
Transaction ID: 63273856
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/13
Time Report Produced: 15:25:08
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2365054

Corporation Name

SCOLLARD DEVELOPMENT CORPORATION

Corporate Name History

SCOLLARD DEVELOPMENT CORPORATION

Effective Date

2013/03/14

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

JOHN
EVAN
DAVIES

Address

24 COUNTRY CLUB DRIVE

KING CITY
ONTARIO
CANADA L7B 1M5

Date Began

2013/03/14

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 019800120
Transaction ID: 63273856
Category ID: UN/E

Province of Ontario
Ministry of Government Services

458

Date Report Produced: 2017/01/13
Time Report Produced: 15:25:08
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2365054	SCOLLARD DEVELOPMENT CORPORATION

Administrator: Name (Individual / Corporation)	Address
JOHN EVAN DAVIES	24 COUNTRY CLUB DRIVE KING CITY ONTARIO CANADA L7B 1M5

Date Began	First Director	
2013/03/14	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Administrator: Name (Individual / Corporation)	Address
JOHN EVAN DAVIES	24 COUNTRY CLUB DRIVE KING CITY ONTARIO CANADA L7B 1M5

Date Began	First Director	
2013/03/14	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

Request ID: 019800120
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Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/13
Time Report Produced: 15:25:08
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2365054

SCOLLARD DEVELOPMENT CORPORATION

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2015

1C

2016/07/24 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

TAB 9

26484-0005 (LT)

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

PROPERTY DESCRIPTION: PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

OWNERS' NAMES

SCOLLARD DEVELOPMENT CORPORATION

RECENTLY:

RE-ENTRY FROM 26484-0093

CAPACITY SHARE

FIN CREATION DATE:

2000/02/18

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN				
WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/02/18						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/02/18 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/02/21 **						
C0139848Z	1966/03/25	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
D70819	1978/06/15	BYLAW DEEM PLMP		*** DELETED AGAINST THIS PROPERTY ***	MAC'S FUTONS 4 U INC.	C
D405505	1993/01/27	TRANS POWER SALE		*** COMPLETELY DELETED ***	NATIONAL BANK OF CANADA	
D405506	1993/01/27	CHARGE		*** COMPLETELY DELETED ***	THE TOWN OF WHITBY	C
D492865	1997/05/08	AGREEMENT		*** COMPLETELY DELETED ***		
LT953369	2000/04/26	NO CHNG ADDR INST		*** COMPLETELY DELETED ***		

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.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #40

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1608 Charles Street, Whitby
PAGE 2 OF 4
PREPARED FOR KConnell
ON 2017/01/16 AT 09:54:43

26484-0005 (IT)

* 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
DR31730	2001/10/29	NOTICE AGREEMENT		MAC'S FUTONS 4-U INC.	THE CORPORATION OF THE TOWN OF WHITBY	C
DR319067	2004/09/15	APL DELETE REST		*** COMPLETELY DELETED ***	MAC'S FUTONS 4 U INC.	
DR319285	2004/09/15	TRANSFER		*** COMPLETELY DELETED *** MAC'S FUTONS 4 U INC.	2052427 ONTARIO INC.	
DR326925	2004/10/08	CHARGE		*** COMPLETELY DELETED *** 2052427 ONTARIO INC.	BUSINESS DEVELOPMENT BANK OF CANADA	
DR327502	2004/10/12	CHARGE		*** COMPLETELY DELETED *** 2052427 ONTARIO INC.	THE BANK OF NOVA SCOTIA	
DR336248	2004/11/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
DR660039	2007/10/31	TRANSFER		*** COMPLETELY DELETED *** 2052427 ONTARIO INC.	1675239 ONTARIO LIMITED	
DR667649	2007/11/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** BUSINESS DEVELOPMENT BANK OF CANADA		
DR709612	2008/05/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
DR1297445	2014/09/08	TRANSFER	\$9,000,000	1675239 ONTARIO LIMITED	SCOLLARD DEVELOPMENT CORPORATION	C
DR1297446	2014/09/08	CHARGE	\$13,600,000	SCOLLARD DEVELOPMENT CORPORATION	SCOLLARD TRUSTEE CORPORATION	C
DR1297450	2014/09/08	TRANSFER OF CHARGE		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C

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

26484-0005 (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
DRI301869	2014/09/23	TRANSFER OF CHARGE		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
	REMARKS: DRI297446					
DRI303201	2014/09/26	TRANSFER OF CHARGE		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
	REMARKS: DRI297446					
DRI309302	2014/10/21	TRANSFER OF CHARGE		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
	REMARKS: DRI297446 DRI297446					
DRI323838	2014/12/08	CHARGE		*** COMPLETELY DELETED *** SCOLLARD DEVELOPMENT CORPORATION	2174217 ONTARIO INC.	
DRI323839	2014/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** SCOLLARD TRUSTEE CORPORATION OLYMPIA TRUST COMPANY	2174217 ONTARIO INC.	
	REMARKS: DRI297446 TO DRI323838					
DRI327137	2014/12/18	CHARGE	\$2,350,000	SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DRI327138	2014/12/18	NO ASSGN RENT GEN		SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: DRI327137					
DRI327223	2014/12/18	POSTPONEMENT		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
	REMARKS: DRI297446 TO DRI327137					
DRI327356	2014/12/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2174217 ONTARIO INC.		
	REMARKS: DRI323838					
DRI376600	2015/06/30	CHARGE	\$3,500,000	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DRI376618	2015/06/30	POSTPONEMENT		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
	REMARKS: DRI297446, DRI309302 TO DRI376600					
DRI422316	2015/11/13	NOTICE	\$2	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
	REMARKS: DRI376600					
DRI422354	2015/11/13	POSTPONEMENT		OLYMPIA TRUST COMPANY	TRISURA GUARANTEE INSURANCE COMPANY	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1606 Charles Street, Whitby

PAGE 4 OF 4
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ON 2017/01/16 AT 09:54:43

26484-0005 (IT)

* 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
		REMARKS: DR1297446 TO DR1376600		SCOLLARD TRUSTEE CORPORATION		
DR1496316	2016/07/20	CONSTRUCTION LIEN	\$130,111	LEESWOOD DESIGN BUILD LTD.		C
DR1511251	2016/08/31	CERTIFICATE		LEESWOOD DESIGN BUILD LTD.		C
		REMARKS: DR1496316				
DR1534483	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1541405	2016/11/24	CONSTRUCTION LIEN	\$338,768	IBI GROUP ARCHITECTS (CANADA) INC.		C
DR1544472	2016/12/01	CONSTRUCTION LIEN	\$338,768	IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.		C
DR1552568	2016/12/23	NO APL ABSOLUTE		SCOLLARD DEVELOPMENT CORPORATION		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1610 Charles Street, Whitby

PAGE 1 OF 4

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26484-0006 (IT)

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

PROPERTY DESCRIPTION: PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN C0139720 & PT 18, 40R10885; S/T C0139720;; TOWN OF WHITBY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 26484-0094

OWNERS' NAMES

SCOLLARD DEVELOPMENT CORPORATION

CAPACITY SHARE

PIN CREATION DATE:

2000/02/18

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 2000/02/18					
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/02/18 **					
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO					
**	SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2000/02/21 **						
C0139720	1966/03/21	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	HARDING, GEORGE H.	C
D70819	1978/06/15	BYLAW DEEM PLAN		*** COMPLETELY DELETED ***	VICTORIA & GREY TRUST CO.	C
D75653	1978/08/28	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	HARDING, GEORGE HOWARD	C
40R10885	1987/12/14	PLAN REFERENCE		*** COMPLETELY DELETED ***	HARDING, DORIS LILLIAN ESTATE	
D295416	1988/11/03	TRANSFER		HARDING, DORIS LILLIAN (DECEASED)	HARDING, BARRY RICHARD	
LT989930	2000/10/19	TRANSMISSION-LAND				

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26484-0006 (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
LT989931	2000/10/19	TRANSFER		*** COMPLETELY DELETED *** HARDING, DORIS LILLIAN ESTATE	HARDING, ROBBIE JAY GEORGE JOHNSTON, J.W. PATRICK	
DR540980	2006/09/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL TRUST COMPANY	HARDING, LARRY ROBERT HARDING, BARRY RICHARD HARDING, ROBBIE JAY GEORGE	
DR542529	2006/09/20	TRANSFER		*** COMPLETELY DELETED *** HARDING, BARRY RICHARD HARDING, LARRY ROBERT HARDING, ROBBIE JAY GEORGE	2052427 ONTARIO INC.	
DR542530	2006/09/20	CHARGE		*** COMPLETELY DELETED *** 2052427 ONTARIO INC.	HARDING, BARRY RICHARD HARDING, LARRY ROBERT	
DR660007	2007/10/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** HARDING, BARRY RICHARD HARDING, LARRY ROBERT	1675239 ONTARIO LIMITED	
DR660039	2007/10/31	TRANSFER		*** COMPLETELY DELETED *** 2052427 ONTARIO INC.	SCOLLARD DEVELOPMENT CORPORATION	
DR1297445	2014/09/08	TRANSFER	\$9,000,000	SCOLLARD DEVELOPMENT CORPORATION	SCOLLARD TRUSTEE CORPORATION	C
DR1297446	2014/09/08	CHARGE	\$13,600,000	SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DR1301869	2014/09/23	TRANSFER OF CHARGE		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C

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26484-0006 (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
DRI1303201	2014/09/26	TRANSFER OF CHARGE REMARKS: DRI1297446		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DRI1309302	2014/10/21	TRANSFER OF CHARGE REMARKS: DRI1297446 DRI1297446		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DRI1323838	2014/12/08	CHARGE		*** COMPLETELY DELETED *** SCOLLARD DEVELOPMENT CORPORATION	2174217 ONTARIO INC.	
DRI1323839	2014/12/08	POSTPONEMENT		*** COMPLETELY DELETED *** SCOLLARD TRUSTEE CORPORATION OLYMPIA TRUST COMPANY	2174217 ONTARIO INC.	
DRI1327137	2014/12/18	CHARGE	\$2,350,000	SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DRI1327138	2014/12/18	NO ASSGN RENT GEN REMARKS: DRI1327137		SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DRI1327223	2014/12/18	POSTPONEMENT REMARKS: DRI1297446 TO DRI1327137		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DRI1327356	2014/12/18	DISCH OF CHARGE REMARKS: DRI1323838		*** COMPLETELY DELETED *** 2174217 ONTARIO INC.		
DRI1376600	2015/06/30	CHARGE	\$3,500,000	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DRI1376618	2015/06/30	POSTPONEMENT REMARKS: DRI1297446, DRI1309302 TO DRI1376600		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DRI422316	2015/11/13	NOTICE REMARKS: DRI1376600	\$2	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DRI422354	2015/11/13	POSTPONEMENT REMARKS: DRI1297446 TO DRI1376600		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1610 Charles Street, Whitby

PAGE 4 OF 4

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26484-0006 (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
DR1496316	2016/07/20	CONSTRUCTION LIEN	\$130,111	LEESWOOD DESIGN BUILD LTD.		C
DR1511251	2016/08/31	CERTIFICATE REMARKS: DR1496316		LEESWOOD DESIGN BUILD LTD.		C
DR1534483	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1541405	2016/11/24	CONSTRUCTION LIEN	\$338,768	IBI GROUP ARCHITECTS (CANADA) INC.		C
DR1544472	2016/12/01	CONSTRUCTION LIEN	\$338,768	IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.		C
DR1552568	2016/12/23	NO APL ABSOLUTE		SCOLLARD DEVELOPMENT CORPORATION		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER
26484-0007 (LT)

1614 Charles Street, Whitby
PAGE 1 OF 3
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PROPERTY DESCRIPTION: PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T C0132238;; TOWN OF WHITBY

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED
RECENTLY:
RE-ENTRY FROM 26484-0095
PIN CREATION DATE:
2000/02/18

OWNERS' NAMES
SCOLLARD DEVELOPMENT CORPORATION
CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
				EFFECTIVE 2000/07/29 "THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/03/09 ON THIS PIN		
				WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/02/18		
				** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/02/18 **		
				**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:		
				SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *		
				AND ESCHEATS OR FORFEITURE TO THE CROWN.		
				THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF		
				IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY		
				CONVENTION.		
				ANY LEASE TO WHICH THE SUBSECTION 70 (2) OF THE REGISTRY ACT APPLIES.		
				**DATE OF CONVERSION TO LAND TITLES: 2000/02/21 **		
C0165253	1968/05/05	LEASE		*** COMPLETELY DELETED ***		
		REMARKS: SKETCH ATTACHED.		HER MAJESTY THE QUEEN REPRESENTED BY THE MINISTER OF PUBLIC WORKS		
D70819	1978/06/15	BYLAW DEEM PUMP		CSANYI, EDITH ELIZABETH		
D374163	1991/10/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***		
DR640431	2007/08/30	APL (GENERAL)		*** COMPLETELY DELETED *** CSANYI, EDITH ELIZABETH		
		REMARKS: C0165253		*** COMPLETELY DELETED *** CSANYI, EDITH ELIZABETH		
DR641637	2007/08/31	TRANSFER		1675239 ONTARIO LIMITED		

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1614 Charles Street, Whitby

PAGE 2 OF 3

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26484-0007 (IT)

* 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/ CHAD
DR641638	2007/08/31	CHARGE REMARKS: PLANNING ACT STATEMENTS		*** COMPLETELY DELETED *** 1675239 ONTARIO LIMITED	CSANYI, EDITH ELIZABETH	
DR1011831	2011/07/27	DISCH OF CHARGE REMARKS: DR641638.		*** COMPLETELY DELETED *** CSANYI, EDITH ELIZABETH		
DR1297445	2014/09/08	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$9,000,000	1675239 ONTARIO LIMITED	SCOLLARD DEVELOPMENT CORPORATION	C
DR1297446	2014/09/08	CHARGE	\$13,600,000	SCOLLARD DEVELOPMENT CORPORATION	SCOLLARD TRUSTEE CORPORATION	C
DR1297450	2014/09/08	TRANSFER OF CHARGE REMARKS: DR1297446.		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DR1301869	2014/09/23	TRANSFER OF CHARGE REMARKS: DR1297446		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DR1303201	2014/09/26	TRANSFER OF CHARGE REMARKS: DR1297446		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DR1309302	2014/10/21	TRANSFER OF CHARGE REMARKS: DR1297446 DR1297446		SCOLLARD TRUSTEE CORPORATION	OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	C
DR1323838	2014/12/08	CHARGE		*** COMPLETELY DELETED *** SCOLLARD DEVELOPMENT CORPORATION	2174217 ONTARIO INC.	
DR1323839	2014/12/08	POSTPONEMENT REMARKS: DR1297446 TO DR1323838		*** COMPLETELY DELETED *** SCOLLARD TRUSTEE CORPORATION OLYMPIA TRUST COMPANY	2174217 ONTARIO INC.	
DR1327137	2014/12/18	CHARGE	\$2,350,000	SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DR1327138	2014/12/18	NO ASSGN RENT GEN REMARKS: DR1327137.		SCOLLARD DEVELOPMENT CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

1614 Charles Street, Whitby

PAGE 3 OF 3
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26484-0007 (LF)

* 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
DR1327223	2014/12/18	POSTPONEMENT REMARKS: DR1297446 TO DR1327137		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	FIRM CAPITAL MORTGAGE FUND INC.	C
DR1327356	2014/12/18	DISCH OF CHARGE REMARKS: DR1323838.		*** COMPLETELY DELETED *** 2174217 ONTARIO INC.		
DR1376600	2015/06/30	CHARGE	\$3,500,000	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DR1376618	2015/06/30	POSTPONEMENT REMARKS: DR1297446, DR1309302 TO DR1376600		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DR1422316	2015/11/13	NOTICE REMARKS: DR1376600	\$2	SCOLLARD DEVELOPMENT CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DR1422354	2015/11/13	POSTPONEMENT REMARKS: DR1297446 TO DR1376600		OLYMPIA TRUST COMPANY SCOLLARD TRUSTEE CORPORATION	TRISURA GUARANTEE INSURANCE COMPANY	C
DR1496316	2016/07/20	CONSTRUCTION LIEN	\$130,111	LEESWOOD DESIGN BUILD LTD.		C
DR1511251	2016/08/31	CERTIFICATE REMARKS: DR1496316		LEESWOOD DESIGN BUILD LTD.		C
DR1534483	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
DR1541405	2016/11/24	CONSTRUCTION LIEN	\$338,768	IBI GROUP ARCHITECTS (CANADA) INC.		C
DR1544472	2016/12/01	CONSTRUCTION LIEN	\$338,768	IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.		C
DR1552568	2016/12/23	NO APL ABSOLUTE		SCOLLARD DEVELOPMENT CORPORATION		C

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TAB 10

Properties

<i>PIN</i>	26484 - 0005 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY		
<i>Address</i>	1606 CHARLES STREET WHITBY		
<i>PIN</i>	26484 - 0006 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY		
<i>Address</i>	1610 CHARLES STREET WHITBY		
<i>PIN</i>	26484 - 0007 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY		
<i>Address</i>	1614 CHARLES STREET WHITBY		

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.

<i>Name</i>	SCOLLARD DEVELOPMENT CORPORATION
<i>Address for Service</i>	2355 Skymark Avenue, Suite 300 Mississauga, Ontario L4W 4Y6

I, John Evan Davies, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

<i>Name</i>	FIRM CAPITAL MORTGAGE FUND INC.
<i>Address for Service</i>	163 Cartwright Avenue, Toronto, Ontario M6A 1V5

Statements

Schedule: See Schedules

Provisions

<i>Principal</i>	\$2,350,000.00	<i>Currency</i>	CDN
<i>Calculation Period</i>	monthly, not in advance		
<i>Balance Due Date</i>	2017/01/01		
<i>Interest Rate</i>	See Schedule		
<i>Payments</i>			
<i>Interest Adjustment Date</i>	2015 01 01		
<i>Payment Date</i>	1st day of each and every month		
<i>First Payment Date</i>	2015 02 01		
<i>Last Payment Date</i>	2017 01 01		
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>			

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 Chargor Signed 2014 12 18
Toronto (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 2014 12 18
Toronto
M2N 6P6

Tel 416-223-9191

Fax 416-223-9405

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargee Client File Number : 2014-1568

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between SCOLLARD DEVELOPMENT CORPORATION as Chargor (the "Chargor") and FIRM CAPITAL MORTGAGE FUND INC. as Chargee (the "Chargee")

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 The Toronto-Dominion Bank (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 **TWO MILLION THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,350,000.00)** of lawful money of Canada with interest thereon at a rate equal to the greater of (a) 8.75% per annum; or (b) 5.00% 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:
- (c) the whole of the said principal sum of **TWO MILLION THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,350,000.00)** then outstanding shall become due and payable on **January 1, 2017** 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 **February 1, 2015**.
- (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 5.00% 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 3.00% on December 8, 2014.

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, 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

"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 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 Charge 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 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 27, 2014 issued by Firm Capital Corporation to the Chargor and assigned by Firm Capital Corporation to Firm Capital Mortgage Fund Inc., 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 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 Loan or 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 \$2,350,000.00 and all other amounts secured by this Charge and the other Security Documents.

"**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 Assignment of Rents, the General Security Agreement, Assignment of Rights Under Agreements of Purchase and Sale, Assignment of Construction Contracts, Assignment of Municipal Approvals, Assignment of Plans and Reports, Assignment and Direction to TARION, Assignment and Direction to Bank, Assignment and Direction to Authority, Postponement of Claims 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 interests 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 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.

FEEES 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:

- (a) 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:

ADMINISTRATION FEES:

- | | |
|--|--|
| 1. NSF / MISSED PAYMENT | Minimum: \$500.00
- or -
As per the amount in the Commitment. |
| 2. PAYMENT PROCESSING FEE | \$50.00 (payable for manually processing a payment from a Chargor's pre-authorized bank account, arranging the processing of any payment on any date other than the schedule payment date or administering a stop payment) |
| 3. INSURANCE: | |
| -Insurance Administration Default Fee: | \$200.00 (for cancelled Insurance) |
| -Insurance Placement Fee: | \$250.00 (This fee is in addition to the Insurance Premium) |
| 4. PROPERTY TAX | |
| - Tax Default Fee: | \$100.00 per tax status inquiry. (If the Chargor fails to provide satisfactory confirmation of tax payments) |
| - Tax Account Administration Fee: | \$200.00 per annum |
| - Property Tax Status Inquiry Fee: | \$50.00 (payable for the handling of tax inquiries, preparation of related documentation and investigating the status of tax payments) |

5. MORTGAGE STATEMENTS

- Statement for Information Purposes Fee: \$100.00 per Statement
 - Discharge Fee: \$275.00 or as per the amount in the Commitment r
 - Statement & Administration Fee: \$100.00 per Statement
 - Duplicate Loan Statement Fee: \$100.00 (payable for the preparation of each duplicate year-end mortgage loan statement)
- 6. DEFAULT PROCEEDINGS FEE** \$650.00 (payable per event or per preparation of a mortgage file for legal action and/or enforcement)
- 7. POWER OF SALE ENFORCEMENT ADMINISTRATION FEE**
- a. Notice of Sale \$600.00
 - b. Statement of Claim \$600.00
 - c. Judgement \$500.00 per judgement
 - d. Writ of Possession/Eviction \$500.00
 - e. Court Motion Material
 - Review Administration Fee \$250.00 per motion
- 8. CONSTRUCTION ADMINISTRATION ADVANCE FEES:**
- Construction Loan for 1 Unit: \$200.00 per advance
 - Construction Loan for 2-4 Units: \$300.00 per advance
 - Construction Loan for 5 or more Units: \$500.00 per advance
- 9. CONSTRUCTION MONITORING DRAW FEE** \$300.00 (if monitored by FCC - 3 units or more)
- 10. BANK WIRE TRANSFER FEE** \$80.00 per wire for non construction loan
\$50.00 per wire for construction loan
- 11. MISCELLANEOUS DOCUMENT EXECUTION** Subdivision Plans, non-disturbance agreements or other documents required to security
\$50.00 per occurrence
- 12. COPY OF SURVEY** \$25.00
- 13. COURIER FEE** \$ 35.00 plus HST
- 14. LONG DISTANCE CHARGES** \$ 7.50 (minimum) per call
- 15. REVIEW ADMINISTRATION FEE** \$300.00 (for the review of each land title document, postponement, certificate, confirmation, or similar document required to be issued or executed at the Chargor's request)
- 16. PPSA RENEWAL FEE** \$50.00 per PPSA registration, plus the cost of the preparation and registration of the PPSA renewal.

(collectively the "Administration Fees")

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.

- (b) 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 Indebtedness secured hereunder and under the Security Documents, if not paid by the Chargor.

- (c) The Chargor and/or Guarantor(s) agree that should the Chargee herein be a trustee for beneficiaries, the Chargor and/or Guarantor(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:

FIRM CAPITAL CORPORATION-TRUST
at: 163 Cartwright Avenue
Toronto, Ontario M6A 1V5

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.

COLLECTION OF RENTS

In the event that the Chargee collects any payments of Rent due to the Chargor's default, the Chargee shall be entitled to receive from the Rents a management fee of ten percent (10%) of all the gross receipts from the Rents, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of the Rents is a just and equitable fee having regard to the circumstances.

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 CHARGEЕ

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 encumbrances and agreements 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 in excess of \$100,000.00, 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 Bankruptcy and Insolvency Act (Canada) 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 in administering 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.

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.

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, Notice of Assignment of Rents 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 sells, conveys, transfers, assigns or exercises 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.

AUTOMATIC RENEWAL

In the event that the Chargor fails to repay the Indebtedness outstanding on the Balance Due Date (or if there is a provision in the Commitment permitting the Chargor to renew the term herein upon written notice to the Chargee, then the extended Balance Due Date if the term is so extended by the Chargor) or the Chargor fails to accept a renewal offer tendered by the Chargee (for any reason not attributable to the Chargee) within 10 business days of the Balance Due Date, then the Chargee may at its sole option, automatically renew this Charge for a period of one month from the maturity date, at an interest rate equal to the greater of 12.00% per annum or The Toronto-Dominion Bank prime rate plus 5.00% per annum, calculated daily and payable monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Chargee will exercise its remedies under the Charge. The Chargee shall not be obligated to offer any renewal. All other terms and covenants under the existing Charge shall continue to apply. The Loan may be paid in full at any time during the

one month renewal period. A Processing Fee which is the greater of \$1,000.00 or 1/10 of 1.00% of the outstanding balance shall be added to the Indebtedness if this extension is exercised by the Chargee as aforesaid.

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 one-twelfth 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. 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.

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 CHARGEES 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

Provided that upon giving ten (10) days' written notice, the Chargor, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the said principal sum hereby secured on any banking day without any interest bonus and upon payment of the discharge statement administration fee as herein set out.

- (a) 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.
- (b) If the Indebtedness and any of the other sums which may be due hereunder or under the

Security Documents are 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 owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning 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 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 hereby constituted becomes 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 of the Lands, 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:

- (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 Lands, 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 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;

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 to the Chargor; 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 and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client 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 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:

- (i) 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 Chargor 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 guarantors 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

The Chargor will at all times during the term maintain the insurance required by the Charge 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 original or certified copies 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; and
- (g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. 200033.

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 the Chargor defaults 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, 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.

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 the 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, or due or to become due, including all Indebtedness and amounts due of any kind arising hereunder, the Commitment, or the 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 the Security Documents, to perform any obligations of the Chargor hereunder, the Commitment or the 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, 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

The Chargor represents, warrants to and covenants with the Chargee that:

(a) **Organization, Power and Authority**

The Chargor (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 s 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 the Chargor 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 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 the Chargor, include any unanimous shareholders' agreement, or any resolution passed by the board of directors, shareholders or partners, as the case may be, 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) 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 permitted encumbrances consented to by the Chargee.

(e) Litigation

The Chargor has no 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 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.

(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 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 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.

(i) Full and Accurate Disclosure

None of the Security Documents, Property Agreements 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 Security 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.

(j) 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 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. 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 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) 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, winding-up or termination of any Covenantor or other cancellation or suspension or 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 other 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;
- (g) 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 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;
- (j) 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 fulfill its obligation to the Chargee to repay the Indebtedness or under any of the Security Documents;
- (k) 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;
- (l) any part of the Charged Property is condemned or expropriated; or
- (m) 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 many 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 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.

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:

- (a) 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 distraint 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 distraint 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, 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 solicitor and client 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 Not 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 provisions 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 Covenantors 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.

Release

The Chargee may release in its discretion and at any time any of the Covenants 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 Covenants 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 Chargor and all of the other Covenants 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 same 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 Agreement.

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.

BLANKET MORTGAGE

The Chargor hereby acknowledges and agrees that the principal sum secured herein shall be secured by all of the lands and premises described under Properties in the 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 "Charged Lands").

AND THAT:

- (a) The Charge herein shall be registered against the Charged 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.

CONDOMINIUM VOTING RIGHTS

The following provisions shall apply in the event that the Charged Property or any part thereof is registered as a condominium:

1. The word "land" shall have the meaning stated herein and includes a "unit" or "units" as defined in the Condominium Act as amended.
2. The Chargor shall be equally responsible for seeing that the Condominium Corporation provides insurance in accordance with the provisions of these charge terms as herein set out.
3. The land forms part of the property described in a Declaration under the Condominium Act and registered pursuant to the provisions thereof. The expressions "Condominium Corporation" shall mean the corporation created by the registration of the said Declaration.
4. The Chargor shall:
 - a) Pay any and all money due and payable by the Chargor in accordance with the provisions of the Condominium Act or the said Declaration or the said by-law of the by-laws of the corporation from time-to-time on or before the dates for payment thereof and upon demand of the Chargee submit satisfactory proof of payment, including, without limiting to the foregoing, any contribution to the common expenses or in respect of any special assessments required as owner. In the event of default the Chargee, at the option of the Chargee, may pay the same and treat such default as a default of the payment under the terms of charge.
 - b) Comply with and observe all the covenants, provisions, terms, conditions, stipulations, specification, rules and regulations of the Condominium Act and of the said Declaration and of the by-laws of the Corporation and any future by-laws of the Corporation and of any of the said rules and regulations applying to the owners of the said units.
5. In the event that the government of the property by the Corporation is terminated or in the event of a sale of the property or a part of the common elements of the corporation being authorized by a vote of the owners of the said units then, and in any such event, the monies hereby secured shall, at the option of the Chargee, become due and payable, and all the powers given herein shall become exercisable notwithstanding any consent given by the Chargee to such termination or sale.
6. The Chargee may exercise from time-to-time and at any time the right of the Chargor in the name of the Chargor and on the behalf of the Chargor, to vote or consent at all times and for all purposes, wherever and whenever the Chargor would such right to vote, at any meeting of the Chargor of the Corporation or wherever and whenever the Chargor would have such right of consent to any matter relevant to the management or sale or any dealings with the property of the Corporation or its assets or the termination of the application of the Condominium Act to the Corporation.
7. The Chargee may from time-to-time waive the right to vote or right of consent by giving notice of intention to do so to the corporation and such waiver may be for an indeterminate period of time until withdrawn or for a limited period of time or for a specific meeting or matter, and while such waiver is in effect the Chargor may exercise the right to vote or to consent.
8. Notwithstanding the exercise by the Chargee of the right of the Chargor to either vote or consent, such exercise shall not render the Chargee a Chargee in Possession.
9. The right to vote or to consent conferred upon the Chargee herein does not entail any representation expressed or implied, that the Chargee shall be in any way responsible to protect the interest of the Chargor, and the Chargee shall not be responsible for any exercise of the right to vote or the rights to consent or any failure to exercise the right to vote or the right to consent.

REGISTRATION OF CONDOMINIUM

The Chargor hereby covenants with the Chargee, that in the event the Charged Property is registered as a condominium, the Chargor shall forthwith upon condominium registration provide the Chargee with a good, valid and registrable first charge on all of the condominium units contained in the condominium plan, having the same terms and conditions as this Charge, failing which, the Balance Due Date and the Last Payment Date of January 1, 2017 contained in this Charge shall be deemed to be changed to a date which is ten (10) days after the date on which the Condominium Declaration has been registered.

Properties

PIN 26484 - 0005 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
WHITBY

PIN 26484 - 0006 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
WHITBY

PIN 26484 - 0007 LT
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
WHITBY

Applicant(s)

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

Name SCOLLARD DEVELOPMENT CORPORATION
Address for Service 2355 Skymark Avenue,
Suite 300
Mississauga, Ontario
L4W 4Y6

I, John Evan Davies, 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 FIRM CAPITAL MORTGAGE FUND INC.
Address for Service 163 Cartwright Avenue,
Toronto, Ontario
M6A 1V5

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, DR1327137 registered on 2014/12/18 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Deanna Elizabeth Wehby 5001 Yonge St., suite 301 acting for Signed 2014 12 18
Toronto Applicant(s)
M2N 6P6

Tel 416-223-9191
Fax 416-223-9405

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

Deanna Elizabeth Wehby 5001 Yonge St., suite 301 acting for Party To Signed 2014 12 18
Toronto (s)
M2N 6P6

Tel 416-223-9191
Fax 416-223-9405

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

Submitted By

MEYER, WASSENAAR & BANACH

5001 Yonge St., suite 301
Toronto
M2N 6P6

2014 12 18

Tel 416-223-9191

Fax 416-223-9405

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Party To Client File Number : 2014-1568

THIS INDENTURE made on the 8th day of December, 2014.

B E T W E E N :

SCOLLARD DEVELOPMENT CORPORATION

(hereinafter called the "Mortgagor")

OF THE FIRST PART

A N D

FIRM CAPITAL MORTGAGE FUND INC.

(hereinafter called the "Mortgagee")

OF THE SECOND PART

WHEREAS:

A: The Mortgagee is advancing to the Mortgagor the sum of Two Million Three Hundred and Fifty Thousand Dollars (\$2,350,000.00) upon the security of a Charge/Mortgage, (the "Mortgage") registered in the Land Titles Office for the Durham Land Registry Office (No. 40) and made by the Mortgagor in favour of the Mortgagee on the security of the lands and premises owned by the Mortgagor and described herein under "Properties" on page 1 hereof, which lands and all buildings at any time thereon during the existence of the Mortgage are herein referred to as the "Mortgaged Premises";

B: As a condition precedent of making the aforesaid mortgage loan, the Mortgagee has required an assignment to the Mortgagee; its heirs, executors, administrators, successors and assigns, as additional security for the observance and performance by the Mortgagor of its covenants and agreements contained in the Mortgage, all rents and other monies due or accruing due or at any time hereafter to become due and payable and all of the other rights of the Mortgagor under:

(i) all present and future leases, agreements to lease and subleases of any part of the Mortgaged Premises and all tenancies, present or future licences affording any person a right to use or occupy any part of the Mortgaged Premises, in such case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements, or substitutions thereof or therefore which are now or may hereafter be effected or entered into (hereinafter collectively referred to as the "Leases");

(ii) all present and future (i) guarantees of any or all of the obligations of any tenant (which term means any person who now or hereafter is a party to a Lease for the time being in effect and has any right of use or occupancy of all or any part of the Mortgaged Premises under a Lease); (ii) indemnities in respect of all or any of the obligations of any Tenant under any Lease and (iii) arrangements with a similar person for any other person to take over all or part of the balance of the term of any tenant under any Lease, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements and substitutions thereof or therefore which may hereafter be effected or entered into (hereinafter collectively referred to as the "Guarantee of Leases").

NOW THEREFORE this Indenture witnesseth that in consideration of the premises and the sum of TWO (\$ 2.00) DOLLARS now paid by the Mortgagee to the Mortgagor (the receipt and sufficiency whereof is hereby acknowledged):

1. Subject to paragraph 2 hereof, the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee, its heirs, executors, administrators, successors and assigns, (a) The Leases and Guarantees of Leases; and (b) all rents and other monies now due or accruing due or at any time hereafter to become due and payable under each and every Lease and Guarantee of Leases, all other obligations of the other parties thereto and all benefits, advantages and powers to be derived therefrom; with full power and authority in each case to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder; to have and to hold unto the Mortgagee until all moneys owing and all obligations of the Mortgagor in respect of the Mortgage have been fully paid and fulfilled and after the Mortgage has been fully released and

discharged this Agreement shall be void and of no further effect.

2. It is the intention of the parties hereto that this instrument shall be a present assignment provided that the Mortgagee shall not exercise any rights or remedies herein given to it until the Mortgagor is in default under any of the terms and provisions of the Mortgage or of this assignment. Until such default, the Mortgagor shall be permitted to collect, take, retain and use or permit the collection, taking, retention and use of the rents and revenues from the Mortgaged Premises. Default under this Indenture shall constitute default under the Mortgage.

3. (a) At any time, whether or not the Mortgagor is in default hereunder and whether or not the Mortgagee has determined to enforce the security hereof, upon request by the Mortgagee, the Mortgagor will promptly deliver, to the extent that the same have not been previously delivered, to the Mortgagee a copy of any or all of the Leases and any Guarantees of Leases;

(b) The Mortgagor covenants and agrees that all the obligations of the Lessor or Licensor under each of the Leases will be observed and performed except to the extent that such observance or performance may be waived by the obligees;

(c) The Mortgagor covenants and agrees that it will, from time to time, on request by the Mortgagee, execute or join in the execution of and deliver to the Mortgagee any one or more of the following which shall be subject to this Indenture:

(i) A Specific Assignment of all of the rights, title and interest of the Mortgagor as Lessor or Licensor in, to, under, or in respect of all rents and other moneys now due and payable under any one or more of the Leases and any Guarantees of Leases;

(ii) A Specific Assignment of all the right, title and interest of the Mortgagor, as Lessor or Licensor in, to, under or in respect of any of the Leases, all rent or other moneys now due and payable or hereafter to become due and payable thereunder, all other obligations of the other parties thereunder and all the benefits, advantages and powers to be derived therefrom and each and every Guarantee of Lease, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and other moneys payable thereunder and otherwise to enforce the rights of the Mortgagor thereunder in the name of the Mortgagor;

4. Whenever the Mortgagor has been in default under any of the terms or provisions of the Mortgage, the Mortgagee shall be entitled to enter into possession of the Mortgaged Premises and collect the rents and revenues thereof, distrain in the name of the Mortgagor for the same and appoint its agents to manage the Mortgaged Premises and pay such agents reasonable charges for their services and charge the same to the account of the Mortgagor; and that any agents so appointed by the Mortgagee shall have the authority and power:

(a) to make any Lease or Leases of the Mortgaged Premises or of any part thereof at such rent and on such terms as the Mortgagee in its discretion may consider proper and to cancel or surrender existing Leases, to alter or amend the terms of existing Leases, to renew existing Leases, or to make concessions to Tenants as the Mortgagee in its discretion may consider proper;

(b) to manage generally the Mortgaged Premises to the same extent as the Mortgagor could do; and

(i) to collect the rents and revenues and give good and sufficient receipts and discharges therefor, and in their discretion, distrain in the name of the Mortgagor for such rents and revenues;

(ii) to pay all insurance premiums, taxes, necessary repairs, renovations and upkeep, carrying charges, rent or lease commissions, salary of any janitor or caretaker, cost of heating, and any and all payments due on the Mortgage to the Mortgagee;

(iii) to accumulate the rents and revenues in such agent's hands in a reasonable amount to make provision for maturing payments of interest and principal on the Mortgage, and for the payments of taxes, insurance, heating, repairs, renovations and upkeep, costs and expenses of collection of rents and revenues, and other expenses or carrying charges connected with the Mortgaged Premises.

5. Where any discretionary powers hereunder are vested in the Mortgagee or its agents, the same may be exercised by any officer, investment manager or manager of the

Mortgagee or its appointed agents, as the case may be.

6. Any entry upon the Mortgaged Premises under the terms of this Indenture shall not constitute the Mortgagee a "Mortgagee in Possession" in contemplation of law and the Mortgagee shall not become liable to account to the Mortgagor or credit the Mortgagor with any moneys on account of the Mortgage except those which shall come into its hands or into the hands of any agents appointed by it pursuant hereto; the Mortgagee 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 Mortgaged Premises as herein provided.

7. That whenever any and all default under the Mortgage has been cured, and all taxes and insurance on the Mortgaged Premises have been paid to date, and all moneys which the Mortgagee or its agents may have expended or become liable for in connection with the Mortgaged Premises have been fully repaid, then the Mortgagee, shall redeliver possession of the Mortgaged Premises to the Mortgagor and the Mortgagor shall resume collection of the rents or revenues on the Mortgaged Premises until further default has occurred as aforesaid, and shall thereupon also be permitted to receive any remaining balance of the rents and revenues realized from the Mortgaged Premises.

8. That the Mortgagor warrants that it has not, and covenants that it shall not, at any time during the existence of the Mortgage, assign, pledge or hypothecate any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises or the rents and revenues due or to become due thereunder, or any part thereof, other than to the Mortgagee; and the Mortgagor shall not, at any time during the existence of the Mortgage, commit, either by act or omission, any breach of covenant on the part of the Lessor under any of the Leases to be observed and performed, terminate, accept a surrender of, or amend in any manner, any Lease or Leases now or hereafter existing in respect of the Mortgaged Premises, or receive or permit the payment of any rents or revenues by anticipation in respect thereof, except as provided in the Leases, without the consent in writing of the Mortgagee, which consent shall not be arbitrarily or unreasonably withheld.

9. 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 Mortgagee liable in any way, as landlord or otherwise, for the performance or any covenants, obligations or liabilities under the Leases or any of them.

10. The Mortgagor waives any rights of set off against the Lessees.

11. The Mortgagor covenants and agrees with the Mortgagee:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder; and that it will not transfer or convey the fee title to the said premises to any of the Lessees without requiring such Lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms covenants and conditions of the mortgage hereinbefore described;

(b) that if the Leases provide for the abatement of rent during the repair of the demised premises by reason of fire or other casualty, the Mortgagor shall furnish rental insurance to the Mortgagee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;

(c) not to terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee and that any attempted termination, modification or amendments of said Leases without such written consent shall be null and void;

(d) other than last month's rent, not to collect any of the rent, income and profits arising or accruing under said Leases in advance nor to accept any prepayments of rent;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;

(g) to perform all of the Mortgagor's covenants and agreements as Lessor under the said

Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of the Mortgagor with respect to the said Leases received from the Lessees thereunder, and to furnish the Mortgagee with complete copies of the said notices;

(h) that all offers to lease and Leases shall be bona fide, the terms of which are to be approved by the Mortgagee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the lands and premises described herein;

(i) if so requested by the Mortgagee, to enforce the said Leases and all remedies available to the Mortgagor against the Lessees, in case of default under the said Leases by the Lessee;

(j) that none of the rights or remedies of the Mortgagee under the mortgage shall be delayed or in any way prejudiced by this assignment;

(k) that notwithstanding any variation of the terms of the mortgage or any extension of time for payment thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(l) not to alter, modify or change the terms of any guarantees of any of the said Leases or cancel or terminate such guarantees without the prior written consent of the Mortgagee;

(m) not to consent to any assignment of the said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Mortgagee;

(n) not to request, consent to, agree to or accept subordination of the said Leases to any mortgage or other encumbrance now or hereafter affecting the premises;

(o) not to exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease; and

(p) to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Agreement or any notice hereof which may be required and of every renewal related thereto.

12. Upon any vesting of title to the properties secured under the Mortgage in the Mortgagee or other party by Court Order, operation of law, or otherwise and upon delivery of a deed or deeds pursuant to the Mortgagee's exercise of remedies under the Mortgage, all right, title and interest of the Mortgagor in and to the Lease shall by virtue of this instrument, thereupon vest in and become the absolute property of the party vested with such title or the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagor. The Mortgagor hereby irrevocably appoints the Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurances in favour of such party vested with title or the grantee or grantees.

13. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by the Mortgagor. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Mortgagee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand.

14. This assignment is intended to be additional to and not in substitution for or in derogation of any assignment of rents contained in the mortgage or in any other document.

15. That the rights or remedies given to the Mortgagee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Mortgagee may be entitled under the Mortgage or at Law.

16. That the terms and conditions hereof shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereof as the case may be.

17. A discharge of the Mortgage in favour of the Mortgagor shall operate as a reassignment of this Assignment of Rents.

PROVIDED that it is hereby agreed that in construing this Indenture the words "Mortgagor" or "Mortgagors" or "Mortgagee" or "Mortgagees", and "he", "she", "they" or "it", "his", "her", "their", or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. And that all covenants, liabilities and obligation entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

DATED at Mississauga, this 12th day of December, 2014.

SCOLLARD DEVELOPMENT
CORPORATION

~John Evan Davies~

Per:

Name: John Evan Davies

Title: President

I have authority to bind the corporation.

Page 6

TAB 11

Properties

PIN 26484 - 0005 LT *Interest/Estate* Fee Simple
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
 WHITBY

PIN 26484 - 0006 LT *Interest/Estate* Fee Simple
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
 WHITBY

PIN 26484 - 0007 LT *Interest/Estate* Fee Simple
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
 WHITBY

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 SCOLLARD DEVELOPMENT CORPORATION
Address for Service 24 Country Club Drive
 King City, Ontario
 L7B 1M5

I, John Evans Davies, 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 INSURANCE COMPANY
Address for Service 333 Bay Street
 Suite 1610
 Toronto, Ontario
 M5H 2R2

Statements

Schedule: See Schedules

Provisions

Principal \$3,500,000.00 *Currency* CDN
Calculation Period
Balance Due Date See Standard Charge Terms
Interest Rate See Standard Charge Terms
Payments
Interest Adjustment Date
Payment Date See Standard Charge Terms
First Payment Date
Last Payment Date
Standard Charge Terms 201104
Insurance Amount See standard charge terms
Guarantor

Additional Provisions

The terms and conditions letter referred to as the Commitment Letter in the standard charge terms filed as number 201104 is the terms and conditions letter issued by the Chargee on April 8, 2015 and accepted on April 13, 2015.

Additional Provisions

The indemnity agreement referred to in the standard charge terms filed as number 201104 is the indemnity agreement dated May 11, 2015, entered into by the Chargor, as Principal and the Davies Family Trust and Aeolian Investments Ltd., as indemnitors to and in favour of the Chargee as the surety.

Schedule "A" attached to this Charge contains a list of permitted encumbrances.

Signed By

Cheryl Ann Wilson 5000 Yonge Street, 10th Floor acting for Chargor Signed 2015 06 30
Toronto (s)
M2N 7E9

Tel 416-222-8888
Fax 416-218-1860

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

Submitted By

CHAITONS LLP 5000 Yonge Street, 10th Floor 2015 06 30
Toronto
M2N 7E9

Tel 416-222-8888
Fax 416-218-1860

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Chargor Client File Number : 57586
Chargee Client File Number : 13614

SCHEDULE "A"**PERMITTED ENCUMBRANCES**

1. Instrument No. D70819, registered on June 15, 1978, is The Corporation of the Town of Whitby's By-Law No. 715-78.
2. Instrument No. D492865, registered on May 8, 1997, is a Notice of Agreement with The Town of Whitby.
3. Instrument No. DR31730, registered on October 29, 2001, is a Notice of Agreement with The Corporation of the Town of Whitby.
4. Instrument No. DR1327137, registered on December 18, 2014, is a Charge/Mortgage of Land in favour of Firm Capital Mortgage Fund Inc., in the original principal amount of \$2,350,000 (the "**Firm Capital Charge**").
 - (a) Instrument No. DR13727138, registered on December 18, 2014, is a Notice of General Assignment of Rents in favour of Firm Capital Mortgage Fund Inc., with respect to the Firm Capital Charge.

TAB 12

Properties

PIN 26484 - 0005 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
 WHITBY

PIN 26484 - 0006 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
 WHITBY

PIN 26484 - 0007 LT
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
 WHITBY

Consideration

Consideration \$130,110.84

Claimant(s)

Name LEESWOOD DESIGN BUILD LTD.
Address for Service 415 Ambassador Drive
 Mississauga, Ontario
 L5T 2J3
 and
 c/o DLA Piper (Canada) LLP
 Suite 6000, 1 First Canadian Place
 Toronto, Ontario M5X 1E2
 Attention: Howard Krupat/Jennifer Saville

I, Mike Clark, Partner, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Mike Clark, Partner, 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 SCOLLARD DEVELOPMENT CORPORATION and SCOLLARD DEVELOPMENT CORP., 51-A Caldari Road, Unit #1M, Concord, Ontario L4K 4G3 Name and address of person to whom lien claimant supplied services or materials SCOLLARD DEVELOPMENT CORPORATION and SCOLLARD DEVELOPMENT CORP., 51-A Caldari Road, Unit #1M, Concord, Ontario L4K 4G3 Time within which services or materials were supplied from 2014/11/17 to 2016/06/10 Short description of services or materials that have been supplied all construction and design services required for the design and construction of the Boathaus Sales Centre in Whitby, Ontario, as more particularly described in the design-build contract between the parties dated November 17, 2014 Contract price or subcontract price \$581,313.06, inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$130,110.84, inclusive of HST

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

Signed By

Dyhaine Myrie 6000 -100 King St. West, PO Box acting for Signed 2016 07 20
 367 Applicant(s)
 Toronto
 M5X 1E2

Tel 416-365-3500

Fax 416-365-7886

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

Submitted By

DLA Piper (Canada) LLP

6000 -100 King St. West, PO Box
367
Toronto
M5X 1E2

2016 07 20

Tel 416-365-3500

Fax 416-365-7886

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Claimant Client File Number : 8665000010

Properties

PIN 26484 - 0005 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
 WHITBY

PIN 26484 - 0006 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
 WHITBY

PIN 26484 - 0007 LT
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
 WHITBY

Party From(s)

Name LEESWOOD DESIGN BUILD LTD.
Address for Service 7200 West Credit Avenue
 Mississauga, Ontario
 L5N 5N1
 and
 c/o DLA Piper (Canada) LLP
 Suite 6000, 1 First Canadian Place
 Toronto, Ontario M5X 1E2
 Attention: Howard Krupat/Jennifer Saville

I, Mike Clark, Partner, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

This document relates to registration no.(s)DR1496316
 Schedule: See Schedules

Signed By

Dyhaine Myrie 6000 -100 King St. West, PO Box acting for Party Signed 2016 08 31
 367 From(s)
 Toronto
 M5X 1E2

Tel 416-365-3500
 Fax 416-365-7886

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

Submitted By

DLA Piper (Canada) LLP 6000 -100 King St. West, PO Box 2016 08 31
 367
 Toronto
 M5X 1E2

Tel 416-365-3500
 Fax 416-365-7886

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

LRO # 40 Certificate

Registered as DR1511251 on 2016 08 31 at 09:49

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

yyyy mm dd Page 2 of 5

513

File Number

Party From Client File Number : 8665000010

Court File No. 97137116

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c.C-30,
as amended

BETWEEN:

LEESWOOD DESIGN BUILD LTD.

Plaintiff

and

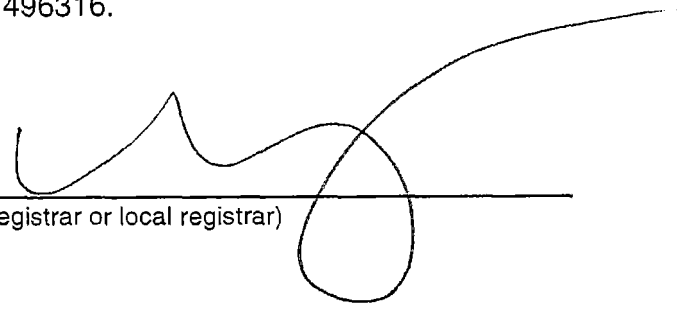
SCOLLARD DEVELOPMENT CORPORATION a.k.a. SCOLLARD
DEVELOPMENT CORP., FIRM CAPITAL MORTGAGE FUND INC.,
SCOLLARD TRUSTEE CORPORATION, OLYMPIA TRUST COMPANY
and TRISURA GUARANTEE INSURANCE COMPANY

Defendants

CERTIFICATE OF ACTION

I certify that an action has been commenced in the Ontario Superior Court of Justice under the *Construction Lien Act* between the above parties in respect of the premises described in Schedule A to this certificate, and relating to the claim for lien bearing the following registration number: DR1496316.

Date: August 30, 2016



(Registrar or local registrar)

SCHEDULE A**Description of premises:**

PIN 26484 - 0005 LT

Description: PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY;
PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN
D405505; TOWN OF WHITBY

Address: 1606 CHARLES STREET, WHITBY

PIN: 26484 - 0006 LT

Description: PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY
AS IN CO139720 & PT 18, 40R10885; S/T CO139720; TOWN OF WHITBY

Address: 1610 CHARLES STREET, WHITBY;

PIN: 26484 - 0007 LT

Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY
AS IN D374163; S/T CO132238; TOWN OF WHITBY

Address: 1614 CHARLES STREET, WHITBY

LEESWOOD DESIGN BUILD LTD.
Plaintiff

and

SCOLLARD DEVELOPMENT CORPORATION a.k.a. **SCOLLARD DEVELOPMENT CORP.** et al

Defendants

Court File No. 9737116

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

Proceeding Commenced at OSHAWA

CERTIFICATE OF ACTION

DLA PIPER (CANADA) LLP

Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 6000
P.O. Box 367
Toronto ON M5X 1E2

Howard D. Krupat (LSUC# 441630)

Tel: 416-365-3510

Fax: 416-777-7421

howard.krupat@dlapiper.com

Jennifer Saville (LSUC# 68564F)

Tel: 416-862-3360

Fax: 416-369-7904

jennifer.saville@dlapiper.com

Lawyers for the Plaintiff

Properties

PIN 26484 - 0005 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
WHITBY

PIN 26484 - 0006 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
WHITBY

PIN 26484 - 0007 LT
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
WHITBY

Consideration

Consideration \$338,768.42

Claimant(s)

Name IBI GROUP ARCHITECTS (CANADA) INC.
Address for Service 55 St. Clair Avenue West, 7th Floor,
Toronto, ON, M4V 2Y7
c/o
McLauchlin & Associates
155 University Avenue, Suite 200
Toronto, ON
M5H 3B7

I, Kevin Bebenek and Ron Stewart, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Kevin Bebenek and Ron Stewart, 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 Scollard Development Corporation, 51 Caldari Road, Suite #A1M, Concord, ON, L4K 4G3 Name and address of person to whom lien claimant supplied services or materials Scollard Development Corporation, 51 Caldari Road, Suite #A1M, Concord, ON, L4K 4G3 Time within which services or materials were supplied from 2014/02/12 to 2016/11/07 Short description of services or materials that have been supplied Architectural services and materials in relation to Phase 1 + Phase 2 of the Whitby Harbour Residential Development (Boathaus), including additional level of underground parking and additional 5 storey units. Contract price or subcontract price \$844,973.00 (exclusive of HST) Amount claimed as owing in respect of services or materials that have been supplied \$338,768.42 (exclusive of HST). See additional Lien Claimants listed in Schedule B attached.

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

Signed By

William Andrew McLauchlin 155 University Ave., Suite 200 acting for Signed 2016 11 24
Toronto Applicant(s)
M5H 3B7

Tel 416-368-2555
Fax 416-368-2599

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

Submitted By

MCLAUCHLIN & ASSOCIATES 155 University Ave., Suite 200 2016 11 24
Toronto
M5H 3B7

Tel 416-368-2555
Fax 416-368-2599

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Claimant Client File Number : IBI GROUP - BOATHAUS

CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30, as amended
CLAIM FOR LIEN
 Under Section 34 of the *Act*

Name of Lien Claimant: IBI GROUP ARCHITECTS (CANADA) INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Name of Lien Claimant: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Name of owner: SCOLLARD DEVELOPMENT CORPORATION

Address: 51 CALDARI ROAD
Suite # A1M
CONCORD, ON L4K 4G3

Name of person to whom lien claimant supplied services or materials:

SCOLLARD DEVELOPMENT CORPORATION

Address: 51 CALDARI ROAD
Suite # A1M
CONCORD, ON L4K 4G3

Time within which services or materials were supplied:

From February 12, 2014 **to** November 7, 2016
(date supply commenced) *(date of most recent supply)*

Short description of services or materials that have been supplied:


Architectural services and materials in relation to Phase 1 + Phase 2 of the Whitby Harbour Residential Development (Boathaus), including additional level of underground parking and additional 5 storey units.

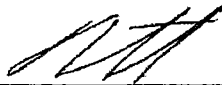
Contract price or subcontract price: \$844,973.00, exclusive of HST


Amount claimed as owing in respect of services or materials that have been supplied: \$338,768.42, exclusive of HST


A. The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

DATE: November 24, 2016

Per: 
IBI GROUP ARCHITECTS (CANADA) INC.
Kevin Bebenek
I have authority to bind the corporation

Per: 
IBI GROUP ARCHITECTS (CANADA) INC.
Ron Stewart
I have authority to bind the corporation

Per: 
YOUNG + WRIGHT / IBI GROUP
ARCHITECTS
Kevin Bebenek
I have authority to bind the partnership

Per: 
YOUNG + WRIGHT / IBI GROUP
ARCHITECTS
Ron Stewart
I have authority to bind the partnership

**CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30, as amended
CLAIM FOR LIEN**

SCHEDULE A

To the claim for lien of: IBI GROUP ARCHITECTS (CANADA) INC.

To the claim for lien of: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

FIRSTLY:

PIN: 26484-0005 (LT)

Description of Premises:

PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14
BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;;
TOWN OF WHITBY

Address: 1606 Charles Street, Whitby

SECONDLY:

PIN: 26484-0006 (LT)

Description of Premises:

PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN
CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY

Address: 1610 Charles Street, Whitby

THIRDLY:

PIN: 26484-0007 (LT)

Description of Premises:

PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN
D374163; S/T CO132238;; TOWN OF WHITBY

Address: 1614 Charles Street, Whitby

CONSTRUCTION LIEN ACT, *R.S.O. 1990, c. C. 30, as amended*
CLAIM FOR LIEN

SCHEDULE "B"

To the claim for lien of: IBI GROUP ARCHITECTS (CANADA) INC.
To the claim for lien of: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Name of Lien Claimant: IBI GROUP ARCHITECTS (CANADA) INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

- and -

Name of Lien Claimant: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Properties

PIN 26484 - 0005 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;; TOWN OF WHITBY
Address 1606 CHARLES STREET
WHITBY

PIN 26484 - 0006 LT
Description PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY
Address 1610 CHARLES STREET
WHITBY

PIN 26484 - 0007 LT
Description PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN D374163; S/T CO132238;; TOWN OF WHITBY
Address 1614 CHARLES STREET
WHITBY

Consideration

Consideration \$338,768.42

Claimant(s)

Name IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.
Address for Service 55 St. Clair Avenue West, 7th Floor
Toronto, ON M4V 2Y7
C/O
McLaughlin & Associates
155 University Ave., Suite 200
Toronto, ON M5H 3B7

I, Audrey Jacob and Ron Stewart, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Audrey Jacob and Ron Stewart, 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 Scollard Development Corporation, 51 Caldari Road, Suite #A1M, Concord, ON, L4K 4G3 Name and address of person to whom lien claimant supplied services or materials Scollard Development Corporation, 51 Caldari Road, Suite #A1M, Concord, ON, L4K 4G3 Time within which services or materials were supplied from 2014/02/12 to 2016/11/07 Short description of services or materials that have been supplied architectural services and materials in relation to Phase 1 + Phase 2 of the Whitby Harbour Residential Development (Boathaus), including additional level of underground parking and additional 5 storey units. Contract price or subcontract price \$844,973.00 (excl. of HST) Amount claimed as owing in respect of services or materials that have been supplied \$338,768.42 (excl. of HST). See additional Lien Claimants etc. in Schedule "B" attached.

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

Signed By

Megan Wells Sanford 155 University Ave., Suite 200 acting for Signed 2016 12 01
Toronto Applicant(s)
M5H 3B7

Tel 416-368-2555
Fax 416-368-2599

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

Submitted By

MCLAUHLIN & ASSOCIATES 155 University Ave., Suite 200 2016 12 01
Toronto
M5H 3B7

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

yyyy mm dd Page 2 of 8

Submitted By

Tel 416-368-2555
Fax 416-368-2599

Fees/Taxes/Payment

Statutory Registration Fee	\$63.35
Total Paid	\$63.35

File Number

Claimant Client File Number : IBI GROUP - BOATHAUS

CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30, as amended
CLAIM FOR LIEN
Under Section 34 of the Act

Name of Lien Claimant: IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Name of Lien Claimant: IBI GROUP ARCHITECTS (CANADA) INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Name of Lien Claimant: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

Name of owner: SCOLLARD DEVELOPMENT CORPORATION

Address: 51 CALDARI ROAD
Suite # A1M
CONCORD, ON L4K 4G3

Name of person to whom lien claimant supplied services or materials:

SCOLLARD DEVELOPMENT CORPORATION

Address: 51 CALDARI ROAD
Suite # A1M
CONCORD, ON L4K 4G3

Time within which services or materials were supplied:

From February 12, 2014 **to** November 7, 2016
(date supply commenced) *(date of most recent supply)*

Short description of services or materials that have been supplied:

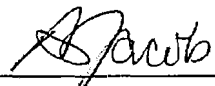

Architectural services and materials in relation to Phase 1 + Phase 2 of the Whitby Harbour Residential Development (Boathaus), including additional level of underground parking and additional 5 storey units.

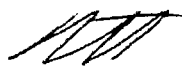
Contract price or subcontract price: \$844,973.00, exclusive of HST

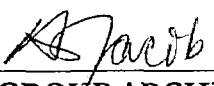

Amount claimed as owing in respect of services or materials that have been supplied: \$338,768.42, exclusive of HST


A. The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule A to this claim for lien.

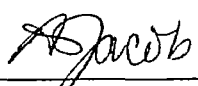

DATE: ³⁰ November 29, 2016
December 1,

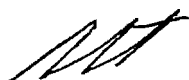
Per: 
IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.
~~Kevin Bebenek~~ ANDREY JACOB 
I have authority to bind the corporation

Per: 
IBI GROUP PROFESSIONAL SERVICES (CANADA) INC.
Ron Stewart
I have authority to bind the corporation

Per: 
IBI GROUP ARCHITECTS (CANADA) INC.
~~Kevin Bebenek~~ ANDREY JACOB 
I have authority to bind the corporation

Per: 
IBI GROUP ARCHITECTS (CANADA) INC.
Ron Stewart
I have authority to bind the corporation

Per: 
YOUNG + WRIGHT / IBI GROUP ARCHITECTS
~~Kevin Bebenek~~ ANDREY JACOB 
I have authority to bind the partnership



Per:

**YOUNG + WRIGHT / IBI GROUP
ARCHITECTS**

Ron Stewart

I have authority to bind the partnership

**CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C. 30, as amended
CLAIM FOR LIEN**

SCHEDULE A

To the claim for lien of: IBI GROUP PROFESSIONAL SERVICES
(CANADA) INC.

To the claim for lien of: IBI GROUP ARCHITECTS (CANADA) INC.

To the claim for lien of: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

FIRSTLY:

PIN: 26484-0005 (LT)

Description of Premises:

PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14
BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN D405505;;
TOWN OF WHITBY

Address: 1606 Charles Street, Whitby

SECONDLY:

PIN: 26484-0006 (LT)

Description of Premises:

PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY AS IN
CO139720 & PT 18, 40R10885; S/T CO139720;; TOWN OF WHITBY

Address: 1610 Charles Street, Whitby

THIRDLY:

PIN: 26484-0007 (LT)

Description of Premises:

PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY AS IN
D374163; S/T CO132238;; TOWN OF WHITBY

Address: 1614 Charles Street, Whitby

CONSTRUCTION LIEN ACT, *R.S.O. 1990, c. C. 30, as amended*
CLAIM FOR LIEN

SCHEDULE "B"

To the claim for lien of: IBI GROUP PROFESSIONAL SERVICES
(CANADA) INC.

To the claim for lien of: IBI GROUP ARCHITECTS (CANADA) INC.

To the claim for lien of: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Name of Lien Claimant: IBI GROUP PROFESSIONAL SERVICES (CANADA)
INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

- and -

Name of Lien Claimant: IBI GROUP ARCHITECTS (CANADA) INC.

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

- and -

Name of Lien Claimant: YOUNG + WRIGHT / IBI GROUP ARCHITECTS

Address for Service: 55 ST. CLAIR AVENUE WEST
7TH FLOOR, TORONTO, ON M4V 2Y7

TAB 13



Document General

Do Process Software • (416) 322-6111

13474 LTAbsolute+Plan

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PD

532

FOR OFFICE USE ONLY

DR1552568
CERTIFICATE OF RECEIPT
DURHAM (40)
P. K. ...
DEC 23 2016
10:17
[Signature]

(1) Registry Land Titles (2) Page 1 of 3 + pages

(3) Property Identifier(s) 1stly Block 26484-0005 (LT), 26484-0006 (LT), 26484-0007 Property 2ndly 3rdly Additional: See Schedule

(4) Nature of Document
Notice of Application for Absolute Title

(5) Consideration
Dollars \$

(6) Description 1stly
PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 9 BLK 4 PL H50035 WHITBY; PT LT 14 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY (AS IN D405503); TOWN OF WHITBY
Designated as Part 1 on draft Reference Plan by G.C. Laframboise, and Ontario Land Surveyor. dated Sept 8/2016
(See Schedule)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Parties Other Additional

(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
Scollard Development Corporation By its solicitors	Harris + Harris LLP Per: [Signature] Amy Lok	2016 12 23

(11) Address for Service: c/o 2355 Skymark Avenue, Suite 300, Mississauga, Ontario L4W 4Y6

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property
1606 Charles Street, 1610 Charles Street, 1614 Charles Street
Whitby, Ontario
L1N 1B9

(15) Document Prepared by:
HARRIS + HARRIS LLP
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Attention: Amy Lok

Fees and Tax	
Registration Fee	\$7390 cash
Total	

2

SHAWN
HAQQAN
[Signature]

Description - cont'd

2ndly

PT LT 8 BLK 4 PL H50035 WHITBY; PT LT 15 BLK 4 PL H50035 WHITBY ~~AS IN~~
~~CO139720 & PT 18, 40R10885, S/T CO139720, TOWN OF WHITBY~~

Designated as Parts 2 and 3 on draft Reference Plan by G.C. Laframboise, Ontario Land
Surveyor, s/t easement as set out in CO139720 over Part 3

and dated Sept 8/2016 3rdly

PT LT 7 BLK 4 PL H50035 WHITBY; PT LT 16 BLK 4 PL H50035 WHITBY ~~AS IN~~
~~D374163, S/T CO132238, TOWN OF WHITBY~~

Designated as Parts 4 and 5 on draft Reference Plan by G.C. Laframboise, Ontario Land
Surveyor, s/t easement as set out in CO132238 over Part 4

and dated Sept 8/2016