

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

THE SUPERINTENDENT OF FINANCIAL SERVICES

Applicant

- and -

TEXTBOOK STUDENT SUITES (525 PRINCESS STREET) TRUSTEE CORPORATION, TEXTBOOK STUDENT SUITES (555 PRINCESS STREET) TRUSTEE CORPORATION, TEXTBOOK STUDENT SUITES (ROSS PARK) TRUSTEE CORPORATION, 2223947 ONTARIO LIMITED, MC TRUSTEE (KITCHENER) LTD., SCOLLARD TRUSTEE CORPORATION, TEXTBOOK STUDENT SUITES (774 BRONSON AVENUE) TRUSTEE CORPORATION, 7743718 CANADA INC., KEELE MEDICAL TRUSTEE CORPORATION, TEXTBOOK STUDENT SUITES (445 PRINCESS STREET) TRUSTEE CORPORATION and HAZELTON 4070 DIXIE ROAD TRUSTEE CORPORATION

Respondents

AND

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

IN THE MATTER OF THE RECEIVERSHIP OF SCOLLARD DEVELOPMENT CORPORATION

AND IN THE MATTER OF A MOTION PURSUANT TO SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

**MOTION RECORD
(Returnable April 28, 2017)**

Volume 2 of 5

April 18, 2017

AIRD & BERLIS LLP

Barristers & Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, Ontario M5J 2T9

Steven L. Graff (LSUC # 31871V)

Tel: (416) 865-7726

Fax: (416) 863-1515

Email: sgraff@airdberlis.com

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

Email: iaversa@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: 416.865.7724

Fax: 416.863.1515

Email: jnemers@airdberlis.com

*Lawyers for Grant Thornton Limited, in its capacity
as the court-appointed trustee of the Tier 1 Trustee
Corporations*

TAB 14

LOAN AGREEMENT

THIS AGREEMENT is made as of the 20th day of April, 2012

B E T W E E N:

7743718 CANADA INC., a corporation incorporated under the laws of Canada

(hereinafter referred to as the "Lender")

AND

MCMURRAY STREET INVESTMENTS INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "Borrower")

WHEREAS the Lender, on the terms and conditions hereinafter set forth, has agreed to lend to the Borrower and the Borrower has agreed to borrow from the Lender the sum of **Three Million Five Hundred Thousand (\$3,500,000.00) Dollars** of lawful money of Canada (the "**Principal Sum**") for a term of Three (3) years (the "**Term**") in connection with the development and construction by the Borrower of a condominium project on the lands and premises situated at 28 McMurray Street, Bracebridge, Ontario P1L 2A1, and more particularly described in Schedule "A" attached hereto (the "**Property**").

AND WHEREAS the Borrower agrees to pay to the Lender interest on the Principal Sum at the Loan Rate (as hereinafter defined), calculated annually and payable quarterly during the Term along with the Additional Loan Payment as more particularly described in Schedule "D" attached hereto;

AND WHEREAS the Borrower has agreed to allow a Charge/Mortgage of Land in addition to the other Security Documents, on the terms set out herein, to be registered against the Property in first priority and in favour of the Lender (the "**Mortgage**"), as security for repayment of the Principal Sum with interest at the Loan Rate and the payment of the Additional Loan Payment;

AND WHEREAS the Borrower agrees to repay to the Lender the Principal Sum and interest at the Loan Rate and the payment of the Additional Loan Payment on or before the expiry of the Term, as specified herein;

AND WHEREAS the Lender and the Borrower (collectively, the "**Parties**") wish to evidence their agreement in respect of the Loan;

AND WHEREAS the Lender acknowledges that the Mortgage shall be granted, *inter alia*, in the form of a syndicated first Charge/Mortgage of Land as more fully described herein and shall be in form and substance satisfactory to the Lender;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants, agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1 RECITALS

1.01 The Parties to this Agreement acknowledge and agree that the recitals to this Agreement are true and correct in substance and in fact are incorporated into and form an integral part of this Agreement.

ARTICLE 2 DEFINITIONS AND TERMS

2.01 The following words and phrases have the following meanings when used in this Agreement:

- (a) "Acceleration Date" means the date on which an Acceleration Event occurs;
- (b) "Acceleration Event" means the earlier of: (i) the occurrence of an Insolvency Event; and (ii) the delivery by the Lender to the Borrower of a written notice that the Borrowers Liabilities or any part thereof are immediately due and payable, following the occurrence and during the continuation of an Event of Default other than an Insolvency Event;
- (c) "Additional Loan Payment" has the same meaning as set forth in Section 4.11 hereof;
- (d) "Agreement", means this Agreement entitled "Loan Agreement", and all instruments supplemental hereto or in amendment or confirmation hereof; "hereof", "hereto" and "hereunder" and similar expressions refer to this Agreement, and where relevant, to any particular article, section or paragraph hereof; "Article", "Section" and "paragraph" mean and refer to the specified article, section or paragraph of this Agreement;
- (e) "BIA" means the *Bankruptcy and Insolvency Act* (Canada), as amended from time to time;
- (f) "Borrower's Books and Records" shall have the same meaning as set forth in Section 7.04 hereof.
- (g) "Borrower's Liabilities", refers collectively to the Loan, all interest from time to time accruing thereon as set forth in this Agreement, and all liabilities and indebtedness now or hereafter owing, arising, due or payable by the Borrower to the Lender whether

under this Agreement or the Security Documents and including the Additional Loan Payment;

- (h) "Business Day", refers to any day other than a Saturday, Sunday or Statutory Holiday in Toronto, Ontario;
- (i) "Closing Date" or "Closing", or similar references means the date of the initial Loan Instalment or the date, as the context requires, of any other Loan Instalments made pursuant hereto;
- (j) "Commodity Taxes" means all commodity taxes, including all sales, use, retail, goods and services, harmonized sales, value-added and similar taxes imposed, levied or assessed by any Governmental Authority;
- (k) "Default" means any event, act, omission or condition which with the giving of notice or the passage of time, or both, would result in an Event of Default;
- (l) "Distributable Cash Proceeds" means all amounts received by the Borrower arising out of the Property or the sale or operation thereof or of the sale of condominium units for the period including but not limited to the following:
 - (i) all revenues derived from the sale of condominium units or any part or all of the Property (including all premiums, upgrade costs (net of commissions) and applicable harmonized sales tax or goods and services tax rebates);
 - (ii) all gross receipts derived from all rents and fees payable by tenants, licensees and concessionaires;
 - (iii) the gross amount, if any, of any insurance proceeds received by the Borrower, including business interruption payments;
 - (iv) the net proceeds of any refinancing, if any, received by the Borrower, other than any construction loan which contains terms prohibiting the use of such loan proceeds to repay existing indebtedness (net of repayments of existing mortgage financing being refinanced); and
 - (v) the gross amount, if any, from partial or total expropriations of all or part of the Property,but excluding: (i) Commodity Taxes which the Borrower is required by law to collect from purchasers, tenants, concessionaires or licensees and remit to an applicable taxing authority.
- (m) "Distribution" means any amount paid to or on behalf of the employees, directors, officers, shareholders, partners or unitholders of the Borrower, by way of salary,

bonus, commission, management fees, directors' fees, dividends, redemption of shares, distribution of profits or otherwise, and whether payments are made to such Persons in their capacity as shareholders, partners, unitholders, directors, officers, employees, owners or creditors of the Borrower or otherwise, or any other direct or indirect payment in respect of the earnings or capital of the Borrower;

- (n) "Event of Default" is defined in Section 9.01 hereof;
- (o) "Expenses", means all expenses relating to the Loan and all fees and expenses for legal services relative to the preparation, review and enforcement of this Agreement and the Security Documents, the making of Loan Instalments and the repayment of the Borrower's Liabilities and the release of the security therefore;
- (p) "Fiscal Year" means the fiscal year end of the Borrower, being December 31st in every year;
- (q) "GAAP" means generally accepted accounting principles in Canada as approved by the Canadian Institute of Chartered Accountants in effect from time to time; and for greater certainty if international financial reporting standards are adopted by the Canadian Institute of Chartered Accountants in replacement for generally accepted accounting principles, each reference to "GAAP" herein shall be deemed to refer to such international financial reporting standards;
- (r) "Governmental Authority" means any: (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (s) "General Security Agreement" means a general security agreement executed by the Borrower in favour of the Lender over all the assets, undertaking of the Borrower granting a first-ranking security interest in favour of the Lender;
- (t) "Hazardous Materials" means any contaminant, pollutant, waste or substance that is likely to cause immediately or at some future time harm or degradation to the surrounding environment or risk to human health; and without restricting the generality of the foregoing, including any pollutant, contaminant, waste, hazardous waste or dangerous goods that is regulated by any Requirements of Environmental Law or that is designated, classified, listed or defined as hazardous, toxic, radioactive or dangerous or as a contaminant, pollutant or waste by any Requirements of Environmental Law;
- (u) "Indemnitees" means the Lender and its successors and permitted assignees, any agent of any of them (specifically including a receiver or receiver-manager) and its officers, directors, employees, beneficial owners and shareholders;

- (v) "Insolvency Event" means, in respect of any Person:
- (i) such Person ceases to carry on its business; or commits an act of bankruptcy or becomes insolvent (as such terms are used in the BIA); or makes an assignment for the benefit of creditors, files a petition in bankruptcy, makes a proposal or commences a proceeding under Insolvency Legislation; or petitions or applies to any tribunal for, or consents to, the appointment of any receiver, trustee or similar liquidator in respect of all or a substantial part of its property; or admits the material allegations of a petition or application filed with respect to it in any proceeding commenced in respect of it under Insolvency Legislation; or takes any corporate action for the purpose of effecting any of the foregoing; or
 - (ii) any proceeding or filing is commenced against such Person seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, trustee, custodian or other similar official for it or any of its property or assets; unless (i) such Person is diligently defending such proceeding in good faith and on reasonable grounds as determined by the Lender and (ii) such proceeding does not in the reasonable opinion of the Lender materially adversely affect the ability of such Person to carry on its business and to perform and satisfy all of its obligations hereunder;
- (w) "Insolvency Legislation" means legislation in any applicable jurisdiction relating to reorganization, arrangement, compromise or re-adjustment of debt, dissolution or winding-up, or any similar legislation, and specifically includes for greater certainty the BIA, the *Companies' Creditors Arrangement Act* (Canada) and the *Winding-Up and Restructuring Act* (Canada);
- (x) "Interest Reserve" means the amounts set aside or deducted as contemplated in Section 4.12 hereof to fund the obligations of the Borrower to pay interest as set forth in this Agreement on the Loan Instalments that may from time to time be made by the Lender to the Borrower.
- (y) "Laws" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law, binding on the Person referred to in the context in which such word is used; and "Law" means any of the foregoing;
- (z) "Lender's Solicitors" shall mean Harris + Harris LLP, or such other solicitors that the Lender may in writing designate;

- (aa) "Lien" means: (i) a lien, charge, mortgage, pledge, security interest or conditional sale agreement; (ii) an assignment, lease, consignment, trust or deemed trust that secures payment or performance of an obligation; (iii) a garnishment; (iv) any other encumbrance of any kind; and (v) any commitment or agreement to enter into or grant any of the foregoing;
- (bb) "Loan", means the aggregate amount, not to exceed Three Million Five Hundred Thousand (\$3,500,000.00) Dollars, of all Loan Instalments made from time to time hereunder by the Lender to the Borrower, less the amount, if any, repaid from time to time by the Borrower to the Lender;
- (cc) "Loan Instalment" has the same meaning as set forth in Sub-Section 4.08(a) hereof, with each Loan Instalment to be made in the sole and absolute discretion of the Lender;
- (dd) "Loan Rate", means the annual rate of interest applicable to any particular amount outstanding pursuant to this Agreement being Eight (8%) percent per annum;
- (ee) "Material Adverse Change" means any change or event which: (i) constitutes a material adverse change in the business, operations, condition (financial or otherwise) or properties of the Borrower taken as a whole; or (ii) could materially impair the Borrower's ability to timely and fully perform its obligations under this Agreement or the Security Documents, or materially impair the ability of the Lender to enforce its rights and remedies under this Agreement or the Security Documents;
- (ff) "Material Agreement" means, in respect of the Borrower, any agreement made between the Borrower and another Person which the Lender, in its sole and absolute discretion, determines to be material to the Borrower;
- (gg) "Maturity Date" shall have the same meaning as set forth in Section 4.04 hereof;
- (hh) "Mortgage" has the same meaning as set forth in Sub-Section 5.01(c) hereof;
- (ii) "Note" shall mean the promissory note executed by the Borrower in favour of the Lender in the sum of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars which Note shall be in form and substance satisfactory to the solicitors of the Lender;
- (jj) "Outstanding Encumbrances and Liens" shall have the same meaning as set forth in Sub-Section 7.01(l) hereof;
- (kk) "Person", means a natural person, firm, trust, partnership, association, corporation, government or governmental board, agency or instrumentality;
- (ll) "Permitted Encumbrances" are those Liens described in Schedule "E" attached hereto and any construction financing subsequently acquired by the Borrower for the construction of the condominium project of the Property;

- (mm) "Purchase Agreements" has the same meaning as set forth in Sub-Section 7.03(e) hereof;
- (nn) "Requirements of Environmental Law" means: (i) obligations under common law; (ii) requirements imposed by or pursuant to statutes, regulations and by-laws whether presently or hereafter in force; (iii) requirements announced by a Governmental Authority as having immediate effect (provided that at the time of making such announcement the government also states its intention of enacting legislation to confirm such requirements retroactively); (iv) all directives, policies and guidelines issued or relied upon by any Governmental Authority to the extent such directives, policies or guidelines have the force of law; (v) all permits, licenses, certificates and approvals from Governmental Authorities which are required in connection with air emissions, discharges to surface or groundwater, noise emissions, solid or liquid waste disposal, the use, generation, storage, transportation or disposal of Hazardous Materials; and (vi) all requirements imposed under any clean-up, compliance or other order made pursuant to any of the foregoing, in each and every case relating to environmental, health or safety matters including all such obligations and requirements which relate to (A) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation and (B) exposure to Hazardous Materials;
- (oo) "Security" means all guarantees, security agreements, mortgages, debentures and other documents mentioned comprising the Security Documents or otherwise and all other documents and agreements delivered by the Borrower or other Persons to the Lender for the benefit of the Lender from time to time as security for the payment and performance of the Borrowers Liabilities, and the security interests, assignments and Liens constituted by the foregoing;
- (pp) "Security Documents", refers collectively to this Agreement, the Mortgage, those documents and instruments referred to in Section 5.01 hereof and any and other documents, agreements or writings delivered to the Lender as contemplated in this Agreement whether as security for the Loan or otherwise. At the option of the Lender, the Security Documents may reflect a fixed rate of interest as designated by the Lender's counsel. Notwithstanding the same, the provisions with respect to the payment of interest as set out in this Agreement shall prevail;
- (qq) "Statutory Lien" means a Lien in respect of any property or assets of a Company created by or arising pursuant to any applicable legislation in favour of any Person (such as but not limited to a Governmental Authority), including a Lien for the purpose of securing the Borrower's obligation to deduct and remit employee source deductions and goods and services tax pursuant to the *Income Tax Act (Canada)*, the *Excise Tax Act (Canada)*, the *Canada Pension Plan (Canada)*, the *Employment Insurance Act (Canada)* and any federal or provincial legislation similar to or enacted in replacement of the foregoing from time to time; and,
- (rr) "Subsidiary" means a business entity which is controlled by another business entity (as used herein, "business entity" includes a corporation, company, partnership, limited partnership, trust or joint venture).

2.02 Unless otherwise provided herein, all financial terms used in this Agreement shall be determined in accordance with GAAP in effect at the date of such determination. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other computation is required to be made for the purpose of this Agreement, such determination or calculation shall be made in accordance with GAAP applied on a consistent basis, unless otherwise indicated.

2.03 All amounts referred to in this Agreement are in Canadian Dollars unless otherwise noted.

2.04 Whenever in this Agreement reference is made to a statute or regulations made pursuant to a statute, such reference shall, unless otherwise specified, be deemed to include all amendments to such statute or regulations from time to time and all statutes or regulations which may come into effect from time to time substantially in replacement for the said statutes or regulations.

2.05 Terms defined in the singular have the same meaning when used in the plural, and vice-versa. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation", and the term "includes" shall mean "includes, without limitation". Any reference herein to the exercise of discretion by the Lender (including phrases such as "in the discretion of", "in the opinion of", "in its opinion", "to the satisfaction of" and similar phrases) shall mean that such discretion is absolute and unfettered and shall not imply any obligation to act reasonably, unless otherwise expressly stated herein.

ARTICLE 3 SCHEDULES

3.01 The following are the schedules attached to and incorporated in this Agreement by reference and deemed to be a part thereof:

Schedule "A" – Lands to be Charged/Mortgaged

Schedule "B" – Schedule of Interest Payments

Schedule "C" – Expenses

Schedule "D" – Additional Loan Payment

Schedule "E" – Permitted Encumbrances

Schedule "F" – Outstanding Encumbrances and Liens

ARTICLE 4
THE LOAN, INTEREST, EXPENSES, AND PAYMENT THEREOF

4.01 Subject to the terms and conditions hereof, the Lender agrees to provide to the Borrower the Loan.

4.02 The Borrower and the Lender acknowledge and confirm that, notwithstanding any rate of interest set out in the Security Documents or any of them, the provisions of this Agreement regarding the Loan Rate shall govern the rate of interest payable on the Loan. The Borrower and the Lender further acknowledge and confirm that the Security Documents shall be in form and substance satisfactory to the Lender.

4.03 Interest on the Loan Rate shall be determined daily and shall be due, payable and compounded quarterly, not in advance, on the 1st day of each month during such quarterly period, as well after as before demand, maturity, default and judgment, together with interest on overdue interest determined daily (if relevant) and compounded quarterly at the same rate applicable until the Borrower's Liabilities have been paid in full. Interest shall be calculated on the basis of a three hundred and sixty-five (365) day year. Interest on the Loan at the Loan Rate and calculated as aforesaid shall accrue as of the date of the first Loan Instalment. Any disputes on the determination and calculation of interest of the Interest Rate shall be resolved by the Lender, in its opinion but acting reasonably. The first payment of interest and all subsequent payments of interest as aforesaid shall be payable in the amounts and on the dates as set forth in Schedule "B" attached hereto.

4.04 The Loan, together with all accrued and outstanding interest and other charges in connection therewith as set forth in this Agreement and the Security Documents including without limiting the generality of the foregoing the Additional Loan Payment and all other Borrower's Liabilities, shall become fully due and repayable on the third anniversary of the first Loan Instalment (the "Maturity Date").

4.05 Any payment provided hereunder to be made by the Borrower to the Lender shall be in certified funds or Bank Draft and shall be payable to Harris + Harris LLP, in trust, and delivered to Harris + Harris LLP, 2355 Skymark Drive, Suite 300, Mississauga, Ontario, L4W 4Y6, or any other payee or office designated by the Lender from time to time. Any payment as aforesaid received after two o'clock (2:00) p.m. Toronto time shall be deemed to have been received on the next following Business Day.

4.06 This Agreement shall constitute evidence of the obligation of the Borrower to repay all the Borrower's Liabilities in accordance with the terms hereof. The Borrower shall repay the Loan and the Borrower's Liabilities in full on the Maturity Date, and until then shall pay interest at the time or times and in the manner provided herein.

4.07 All Loan Instalments and Expenses as and when advanced or incurred shall be and become secured by the Security Documents and Expenses may be paid by the Lender and be deducted from Loan Instalments which would otherwise have been made to the Borrower. The Security Documents shall be in addition to any other security which the Lender may now have or subsequently acquire for the performance of the Borrower's Liabilities. The Expenses listed in

Schedule "C" attached hereto are a list of Expenses (but by no means an exhaustive list of all Expenses) that shall be deducted from the Loan Instalments.

4.08 The Lender and the Borrower mutually acknowledge, confirm, represent and covenant as follows:

- (a) Any amounts advanced by the Lender, in its sole and absolute discretion, to the Borrower pursuant to this Agreement shall occur in tranches (the "Loan Instalments") with the first Loan Instalment to be in the amount of not less than One Million Five Hundred Thousand (\$1,500,000.00) Dollars;
- (b) the initial face value of the Mortgage will be \$3,500,000.00; and,
- (c) prior to the release of any funds by the Lender's Solicitors to the solicitor(s) for the Borrower, each Party hereby irrevocably acknowledges and directs that their respective solicitors are authorized to and shall cause to be registered any such instruments on title to the Lands which in the opinion of the solicitor for the Lender may be required as evidence of any sums advanced to the Borrower on the security of this Agreement or the Security Documents.

4.09 The Borrower may not prepay all or any portion of the Borrower's Liabilities hereunder.

4.10 Notwithstanding anything to the contrary contained in this Agreement, any Loan Instalment made by the Lender and the Borrower shall be at the Lender's sole and absolute discretion and the Lender shall not be obligated at any time or times to make any Loan Instalment to the Borrower.

4.11 In addition to the payment by the Borrower of the Loan plus interest as set forth in this Agreement, the Borrower shall also pay to the Lender, in certified funds or Bank Draft, forthwith after the determination is made by the Lender in its opinion that the Additional Loan Payment is payable, the amount of the Additional Loan Payment calculated as described in Schedule "D" attached hereto in the same manner as contemplated in Section 4.05 hereof. Notwithstanding the foregoing, the Lender, at its option, may also deduct from the Distributable Cash Proceeds, at any time and from time to time, all or any part of the Additional Loan Payment that the Lender, in its opinion, believes is due and payable.

4.12 The parties hereto acknowledge, confirm, covenant and agree that the Lender shall be deducting from the first Loan Instalment and any subsequent Loan Instalments an amount equal to the projected interest on the amount of such Loan Instalment for 12 months which shall be a contribution of the Borrower to the Interest Reserve. The parties hereto further acknowledge, confirm, covenant and agree that the Lender may from time to time and at any time, acting reasonably, deduct from the funds held in trust by the Lender's Solicitors or received from the Borrower, whether from the Distributable Cash Proceeds or otherwise, such amounts that in its opinion is necessary or appropriate to replenish the Interest Reserve. The Borrower covenants and agrees that the amount in the Interest Reserve shall be applied by the Lender against the obligations of the Borrower to pay interest hereunder on the Loan Instalments and that once applied or deducted by the Lender from the Loan Instalments, the Distributable Cash Proceeds or otherwise, the Borrower shall have no claim against the funds in the Interest Reserve. The

Lender agrees to provide monthly reports on the disposition, if any, of funds set aside and in the Lender's Solicitors trust account.

ARTICLE 5 SECURITY

5.01 The Borrower agrees to provide the Security Documents listed below to the Lender, as continuing security for the payment and performance of all of its present and future, direct and indirect obligations to the Lender, specifically including the Loan, the Borrowers Liabilities and its direct indebtedness and obligations to the Lender arising under this Agreement:

- (a) The General Security Agreement;
- (b) The Note;
- (c) A mortgage in the amount of the Principal Sum ranking as a first mortgage; provided that the mortgage shall be subordinated to any construction financing obtained by the Borrower related to construction of the condominium project on the Property (the "Mortgage");
- (d) if requested by the Lender from time to time, security agreements creating an assignment security interest in respect of its rights to and interest in Material Agreements to which it is a party, together with any necessary consents from the other parties thereto;
- (e) an assignment of its interest in all policies of insurance, specifically including the right to receive any refunds of premiums paid thereunder; and
- (f) such other security and further assurances as the Lender may reasonably require from time to time.

5.02 The Security Documents shall be in form and substance satisfactory to the Lender, acting reasonably. The Lender may require that any item of Security Documents be governed by the laws of the jurisdiction where the property subject to such item of Security Documents is located. The Security Documents shall be registered by the Lender or, at the request of the Lender, by the Borrower, all at the Borrower's cost and expense, where necessary or desirable to record and perfect the charges contained therein, as determined by the Lender in its sole and absolute discretion.

5.03 The Borrower shall cause to be delivered to the Lender prior to each Loan Instalment the opinion of the solicitors for the Borrower regarding its corporate status, the due authorization, execution and delivery of the Security Documents provided by it, all registrations in respect of the Security Documents, the results of all applicable searches in respect of them, and the enforceability of such Security Documents and any other matters requested by the Lender in its opinion; all such opinions to be in form and substance satisfactory to the Lender.

5.04 The Borrower shall execute and deliver from time to time all such further documents and assurances as may be reasonably required by the Lender from time to time in order to provide the Security Documents contemplated hereunder, specifically including supplemental or additional security agreements which shall include lists of specific assets to be subject to the security interests required hereunder.

5.05 If insurance proceeds become payable in respect of loss of or damage to any property owned by the Borrower the Lender shall apply such proceeds against the Borrower's Liabilities (allocated amongst the components of the Borrower's Liabilities, at all times, by the Lender in its sole and absolute discretion).

ARTICLE 6 COVENANTS, REPRESENTATIONS AND WARRANTIES

6.01 The Borrower represents and warrants to the Lender as follows (which shall survive the execution and delivery of this Agreement), the truth and accuracy of which are a continuing condition of the advance of the Loan Instalments and the Borrower hereby acknowledges, confirms and agrees that the Lender is relying on such representations and warranties:

- (a) The Borrower is a validly subsisting corporation under the *Business Corporations Act* (Ontario), and is duly qualified to carry on its business in the jurisdiction in which it carries on business and has the power and authority to enter into and perform its obligations under this Agreement, is the registered owner of the Property and is legally entitled to carry on its business as currently conducted or as currently contemplated.
- (b) The Borrower has obtained all material licenses, permits and approvals from all governments, governmental commissions, boards and other agencies of jurisdictions in which it carries on (or contemplates carrying on) business which are required and which will allow for the development of the Property.
- (c) The Borrower or its solicitor has delivered to the Lender, or its solicitor, copies of the constating documents of the Borrower and the Lender's solicitor has obtained a legal opinion from the Borrower's solicitor that the Borrower is authorized to enter into this Agreement and the Security Documents.
- (d) The execution, delivery and performance of this Agreement and the Security Documents has been duly authorized by all requisite action on the part of the Borrower; and this Agreement and the Security Documents have been, or will be, duly executed and delivered by the Borrower, and this Agreement and the Security Documents delivered or to be delivered pursuant hereto and thereto constitutes, or when delivered will constitute, a valid and binding obligation of the Borrower and enforceable against the Borrower in accordance with their terms, subject to the application of bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and the fact that the right to obtain judicial orders requiring specific performance or other equitable remedies is in the discretion of the court.

- (e) The Borrower shall and does indemnify and hold harmless the Lender and the Indemnitees from and against all losses, claims, damages, liabilities, and expenses, to which any such person or entity may become subject arising out of or in connection with this Agreement, the use of proceeds, or any related transaction or any claim, litigation, investigation or proceeding, relating to any of the foregoing, regardless of whether the Lender is a party thereto, and to reimburse the Lender, forthwith upon demand for any reasonable, legal or other expenses incurred in connection with investigating or defending any of the foregoing.
- (f) The Borrower acknowledges that neither its execution nor delivery of this Agreement or the Security Documents the consummation of the transactions herein contemplated nor compliance with the terms, conditions and provisions hereof or thereof does not and will not conflict with, and does not and will not result in any breach of or constitutes a default under any of the provisions of the constating documents or by-laws of the Borrower or any applicable Law including applicable securities laws, rules, policies and regulations or any contract or agreement upon or to which the Borrower is a party.
- (g) The Borrower has good and marketable title to the Property and its assets free from all mortgages, security interests, Liens, pledges, charges, encumbrances, title retention agreements, options or adverse claims, other than the permitted encumbrances as identified in Schedule "D" attached hereto (the "Permitted Encumbrances") and the Outstanding Encumbrances and Liens.
- (h) The Borrower has filed or caused to be filed, in a timely manner all tax returns, reports and declarations, which are required to be filed by it. All information in such tax returns, reports and declarations is complete and accurate in all material respects. The Borrower has paid or caused to be paid all taxes due and payable or claimed due and payable in any assessment received by it, except taxes the validity of which are being contested in good faith by appropriate proceedings diligently pursued and available to the said Borrower and with respect to which adequate reserves have been set aside on its books. Adequate provision has been made for the payment of all accrued and unpaid federal, provincial, local, foreign and other taxes whether or not yet due and payable and whether or not disputed.
- (i) All representations and warranties of the Borrower contained in this Agreement or in any of the Security Documents shall survive the execution and delivery of this Agreement and shall be deemed to have been made again to the Lender on the date of each Loan Instalment pursuant to this Agreement and shall be conclusively presumed to have been relied on by the Lender regardless of any investigation made or information possessed by the Lender. The representations and warranties set forth herein shall be cumulative and in addition to any other representations or warranties which the Borrower shall now or hereafter give, or cause to be given, to the Lender.

- (j) The Borrower further acknowledges and agrees that the terms of this Agreement shall override the terms of any previous loan agreements to which the Borrower and the Lender may be or may have been Parties.
- (k) The Borrower acknowledges that the Lender may have executed a loan agreement that has been amended to accommodate the beneficial owners of the Lender and the Borrower agrees to abide by the specific terms of each of said Agreements.
- (l) The Borrower has no Subsidiaries.
- (m) no Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any properties or assets of the Borrower out of the ordinary course of business or for the purchase, subscription, allotment or issuance of any debt or equity securities of the Borrower.
- (n) The Borrower is in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and is duly licensed, registered and qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the property owned or leased by it make such qualification necessary; and all such licences, registrations and qualifications are valid and subsisting and in good standing.
- (o) The Borrower owns, possesses and has a good and marketable title to its undertaking, property and assets, free and clear of any and all Liens except for Permitted Encumbrances and the Outstanding Encumbrances and Liens. The Borrower does not have any commitment or obligation (contingent or otherwise) to grant any Liens except for the Permitted Encumbrances. No event has occurred which constitutes, or which with the giving of notice, lapse of time or both.
- (p) The Borrower have placed insurance, including property, boiler and machinery, business interruption and liability insurance, in appropriate amounts and for appropriate risks as would be considered prudent for similar business.
- (q) The Borrower and its business, operations, assets, equipment, property, leaseholds and other facilities is in compliance in all material respects with all Requirements of Environmental Law, specifically including all Requirements of Environmental Law concerning the storage and handling of Hazardous Materials. The Borrower holds all material permits, licenses, certificates and approvals from Governmental Authorities which are required in connection with (i) air emissions; (ii) discharges to surface or groundwater; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation or disposal of Hazardous Materials; and (vi) all other Requirements of Environmental Law. There has been no material emission, spill, release, or discharge into or upon (i) the air; (ii) soils, or any improvements located thereon; (iii) surface water or groundwater; or (iv) the sewer, septic system or waste treatment, storage or

disposal system servicing the premises, of any Hazardous Materials at or from the Property, and there has been no complaint, order, directive, claim, citation, or notice from any Governmental Authority or any other Person with respect to (i) air emissions; (ii) spills, releases, or discharges to soils or improvements located thereon, surface water, groundwater or the sewer, septic system or waste treatment, storage or disposal systems servicing the Property; (iii) noise emissions; (iv) solid or liquid waste disposal; (v) the use, generation, storage, transportation, or disposal of Hazardous Materials; or (vi) other Requirements of Environmental Law affecting the Property. There are no legal or administrative proceedings, investigations or claims now pending, or to the Borrower's knowledge, threatened, with respect to the presence on or under, or the discharge, emission, spill, radiation or disposal into or upon any of the Properties, the atmosphere, or any watercourse or body of water, of any Hazardous Material; nor are there any material matters under discussion with any Governmental Authority relating thereto; and there is no factual basis for any such proceedings, investigations or claims. The Borrower has no material indebtedness, obligation or liability, absolute or contingent, matured or not matured, with respect to the storage, treatment, cleanup or disposal of any Hazardous Materials (including without limitation any such indebtedness, obligation, or liability under any Requirements of Environmental Law regarding such storage, treatment, cleanup or disposal).

- (r) Save and except for the and the Outstanding Encumbrances and Liens, there are no actions, suits or proceedings now pending, or to the Borrower's knowledge, threatened, against the Borrower in any court or before or by any federal, provincial, municipal or other Governmental Authority.
- (s) No guarantees have been granted by the Borrower.
- (t) The Borrower has remitted on a timely basis all amounts required to have been withheld and remitted (including withholdings from employee wages and salaries relating to income tax, employment insurance and Canada Pension Plan contributions), goods and services and Harmonized Sales tax and all other amounts which if not paid when due could result in the creation of a Statutory Lien against any of the Borrower's property including the Property, except for Permitted Encumbrances.
- (u) Save and except for and the Outstanding Encumbrances and Lien, no Default, Event of Default or Material Adverse Change has occurred and is continuing.
- (v) All financial and other information furnished by or in respect of the Borrower to the Lender for the purposes of or in connection with this Agreement or the Security Documents are true and accurate in all material respects and is not incomplete by omitting to state any fact necessary to make such information not misleading. There are no facts known to the Borrower which could materially adversely affect the Borrower's ability to observe and perform their obligations under the Security Documents, or which if known to the Lender could reasonably

be expected to deter the Lender from making any Loan Instalments hereunder on the terms and conditions contained herein.

ARTICLE 7
COVENANTS

7.01 The Borrower hereby covenants and agrees with the Lender that it will:

- (a) pay all principal, interest and other amounts due hereunder including the Borrowers Liabilities at the times and in the manner specified herein;
- (b) maintain its corporate existence in good standing, continue to carry on its business, preserve its rights, powers, licences, privileges, franchises and goodwill, exercise any rights of renewal or extensions of any leases, licences, concessions, franchises or any other rights whatsoever which are material to the conduct of its business, maintain all qualifications to carry on business in each jurisdiction in which such qualifications are required, and carry on and conduct its business in a proper and efficient manner so as to protect its property and income; and not materially change the nature of its business;
- (c) comply in all material respects with all applicable Laws (specifically including, for greater certainty, all applicable Requirements of Environmental Law), use the proceeds of all Loan Instalments hereunder for legal and proper purposes in connection with the purposes set out in the first recital of this Agreement, and obtain and maintain in good standing all material leases, licences, permits and approvals from any and all Governmental Authorities required in respect of its business and operations;
- (d) pay when due all rents, taxes, rates, levies, assessments and governmental charges, fees and dues lawfully levied, assessed or imposed in respect of its property which are material to the conduct of its business, and deliver to the Lender upon request receipts evidencing such payments;
- (e) maintain adequate books, accounts and records in accordance with GAAP;
- (f) keep the Property and its assets in good repair and working condition;
- (g) permit the Lender and its employees, representatives and agents (during normal business hours and in a manner which does not materially interfere with its business) to enter upon and inspect the Property and its properties, assets, books and records from time to time and make copies of and abstracts from such books and records, and discuss its affairs, finances and accounts with its officers, directors, accountants and auditors; such access shall be on 48 hours' prior notice unless a Default has occurred and is continuing in which event no notice shall be required;
- (h) obtain from financially responsible insurance company and maintain liability insurance, all-risks property insurance on a replacement cost basis (less a reasonable deductible not to exceed amounts customary in the industry for similar businesses and

properties), business interruption insurance and insurance in respect of such other risks as the Lender may reasonably require from time to time; all of which policies of insurance shall be in such amounts as may be reasonably required by the Lender and shall include a standard mortgage clause approved by the Insurance Bureau of Canada; and the Lender's interest shall be noted as an additional insured on all liability insurance policies and as second mortgagee and loss payee on all other insurance policies; and the Lender shall be provided with certificates of insurance and certified copies of such policies from time to time upon request;

- (i) fulfil all covenants and obligations required to be performed by it under this Agreement and the Security Documents to which it is a party and any other agreement or undertaking now or hereafter made between it and the Lender;
- (j) provide prompt notice to the Lender of: (i) the occurrence of any Default or Event of Default; (ii) the incorrectness of any representation or warranty contained herein or any Security Documents in any material respect; (iii) any material contravention of or non-compliance by any Borrower with any terms and conditions of this Agreement or any Security Document; (iv) any Material Adverse Change; (v) any litigation affecting the Borrower; (vi) any material labour dispute affecting the Borrower; or (vii) any notice in respect of the termination or suspension of, or a material default under, any Material Contract;
- (k) provide the Lender with such further information, financial data, documentation and other assurances as the Lender may reasonably require from time to time in order to ensure ongoing compliance with the terms of this Agreement and the Security Documents and to achieve the spirit and intent of this Agreement;
- (l) The Borrower hereby covenants and agrees with the Lender that the first Loan Instalment will be used to fund, payoff and discharge the encumbrances and liens set out in Schedule "F" attached hereto (the "Outstanding Encumbrances and Liens") which are currently registered on title to the Property. The Borrower acknowledges that no funds will be disbursed directly to the Borrower until all amounts hereunder that are required to be paid by the Borrower are in fact paid and the Outstanding Encumbrances and Liens have been discharged from title to the Property.

7.02 The Borrower hereby covenants and agrees with the Lender that it will not without the prior written consent of the Lender (which consent may be withheld in the sole and absolute discretion of the Lender):

- (a) grant or suffer to exist any Liens in respect of any of its property and assets including the Property, except the Permitted Encumbrances;
- (b) directly or indirectly sell or otherwise dispose of any of its assets save and except in the ordinary course of its business or further save and except to sales of dwelling units to bona fide arm's length third party purchasers of Lots;
- (c) make any Distributions;

- (d) not materially change the nature of its business, maintain a place of business or any material assets in any jurisdiction other than the Province of Ontario, or enter into any transaction whereby all or a substantial portion of its undertaking, property and assets would become the property of any other Person, whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale or otherwise, in each case without the prior written consent of the Lender in its sole and absolute discretion;
- (e) change its Fiscal Year (which for greater certainty presently ends on the last day of December in each year);
- (f) change its Accountants except with the prior written consent of the Lender which consent shall not be unreasonably withheld; and,
- (g) use the proceeds of any Loan Instalment for any purposes other than the development and construction of residential townhouses on the Property.

7.03 The Borrower shall deliver by courier delivery to the Lender the following financial and other information at the times indicated below:

- (a) the annual Year-end Financial Statements of the Borrower, by the 120th day after the end of the Fiscal Year accompanied by a Compliance Certificate certified by the Chief Financial Officer of the Borrower or other senior officer of the Borrower acceptable to the Lender;
- (b) within the first 120 days after the start of each Fiscal Year, a business plan for the Borrower in respect of such Fiscal Year, which shall disclose all material assumptions utilized and shall include the following items set out on a quarterly basis: balance sheet, income statement, cashflow statement, Capital Expenditures and tax liabilities; and
- (c) such additional information and documents as the Lender may reasonably require from time to time.

7.04 Full, true and accurate accounting and financial information shall be kept by the Borrower in accordance with GAAP as of the date hereof until at least after eighteen (18) months after the Borrower's Liabilities have been repaid. The Lender or anyone designated by the Lender shall have access to the books, records, financial information, financial statements and data of the Borrower (the "Borrower's Books and Records") at any and all times during regular business hours for the purpose of examining and reviewing the Borrower's Books and Records. The Lender shall not disclose any confidential information so obtained except to the extent that disclosure is reasonable in the conduct of the Lender's business.

7.05 The Lender hereby covenants with the Borrower, that the Lender shall execute any necessary documents and register such documents as may be reasonably requested by any construction financier to subordinate the lenders Mortgage security and personal property security to any mortgage or other security granted by the construction financier to the Borrower,

for the purposes of funding the Borrower's construction of the condominium project on the Property.

**ARTICLE 8
CONDITIONS PRECEDENT**

8.01 The Lender shall have no obligation to make the first Loan Instalment hereunder or any Loan Instalments thereafter on the Closing Date unless at the time of making such Loan Instalment the following terms and conditions (which are condition precedents in favour of the Lender) shall have been satisfied in the opinion of the Lender:

- (a) the Lender shall have completed and shall be satisfied with its due diligence in respect of the Property;
- (b) all representations and warranties made by the Vendor contained in this Agreement or the Security Documents shall be true, correct and complete in all material respects;
- (c) all Security Documents required to be provided at the time of the first Loan Instalment shall have been executed and delivered, all registrations necessary or desirable in connection therewith shall have been made, and all legal opinions and other documentation required by the Lender in connection therewith shall have been executed and delivered, all in form and substance satisfactory to the Lender in its sole and absolute discretion;
- (d) the Lender shall have received satisfactory evidence that there are no Liens affecting the Borrower or its assets, except for Permitted Encumbrances and the Outstanding Encumbrances and Liens which shall be paid in full and deducted from the First Loan Instalment on the Closing Date;
- (e) the Lender shall have received particulars of all Permitted Encumbrances, specifically including the assets encumbered thereby, the amounts due thereunder, and confirmation from the holders thereof that the terms thereof are being complied with;
- (f) the property and assets of the Borrower shall be insured on the Closing Date; the terms and conditions of such insurance to be in compliance with the requirements of this Agreement in the opinion of the Lender;
- (g) the Lender shall have received an officer's certificate and certified copies of resolutions of the board of directors of the Borrower concerning the due authorization, execution and delivery of the Security Documents to which it is a party, and such related matters as the Lender may reasonably require;
- (h) the Lender shall have received from the Borrower a certificate of status as of the Closing Date or the date of any Loan Instalment, as the case may be, certificate of compliance or similar certificate for the Borrower issued by its governing jurisdiction and each other jurisdiction in which it carries on business or holds any material assets;

- (i) the Lender shall have received such additional evidence, documents or undertakings as it may reasonably require to complete the transactions contemplated hereby in accordance with the terms and conditions contained herein;
- (j) All Realty Taxes related to the Property are up-to-date as of the Closing Date; and
- (k) All mortgages, charges, Liens and encumbrances have been discharged, on the Closing Date and prior to any Loan Instalment being made.

8.02 The Borrower hereby acknowledges, confirms, covenants and agrees that the Lender is syndicating the Loan and therefore, the Lender shall have no obligation to make the first Loan Instalment hereunder on the Closing Date or any Loan Instalment thereafter unless at the time of making such Loan Instalment the syndication of the Loan has been completed in the opinion of the Lender.

ARTICLE 9 DEFAULT AND REMEDIES

9.01 The occurrence of any one or more of the following events, after the expiry of any applicable cure period set out below, shall constitute an event of default under this Agreement (an "Event of Default"):

- (a) the Borrower fails to pay any principal, interest, Expenses or any other amount payable hereunder when due under the terms of this Agreement or any of the Security Documents;
- (b) any representation, warranty or statement made to the Borrower herein or in any Security Documents is incorrect in any material respect on the date on which such representation, warranty or statement was made or deemed to have been made, or subsequently becomes incorrect in any material respect; provided that if such representation, warranty or statement is capable of being corrected within twenty (20) days, the Borrower diligently attempts to take all such action as may be necessary in order that such representation, warranty or statement will become correct and diligently keep the Lender informed of its efforts in this regard, and such representation, warranty or statement is correct by not later than the expiry of such twenty (20) day period on the opinion of the Lender, then the incorrectness of such representation, warranty or statement shall not constitute an Event of Default;
- (c) the Borrower fails to perform or comply with any of the covenants or obligations set out in this Agreement;
- (d) the Borrower fails to perform or comply with any of its covenants or obligations contained in any of the Security Documents, in each case, following receipt of notice of such non-compliance from the Lender; provided that if such non-compliance is capable of remedy within twenty (20) days, the Borrower diligently attempts to remedy such non-compliance and diligently keeps the Lender informed of its efforts in this regard, and such non-compliance is remedied within such twenty (20) day

period in the opinion of the Lender, then such non-compliance shall not constitute an Event of Default;

- (e) an Insolvency Event occurs in respect of the Borrower;
- (f) any document constituting part of the Security Documents shall for any reason cease to be in full force and effect or shall be declared in a final judgment of a court of competent jurisdiction to be null and void; or the Borrower contests the validity or enforceability thereof or denies it has any further liability or obligation thereunder; or any document constituting part of the Security Documents shall for any reason fail to create a valid and perfected First-Ranking Security Interest subject to Permitted Encumbrances in the opinion of the Lender, in and to the property purported to be subject thereto, except that if such failure is capable of remedy within thirty (30) days, the Borrower diligently attempts to remedy such failure and diligently informs the Lender of its efforts in this regard, and the failure is remedied within such thirty (30) day period in the opinion of the Lender, then the failure shall not constitute an Event of Default;
- (g) any Person takes possession, or threatens to take possession, of any property of the Borrower including the Property by way of or in contemplation of enforcement of any security it may hold, or a distress or execution or similar process is levied or enforced against any such property; and,
- (h) any Governmental Authority shall take any action or proceeding to condemn, seize or appropriate any property of the Borrower that is material to its financial condition, business or operations.

9.02 Upon the occurrence of an Insolvency Event, the Borrower's Liabilities shall become immediately due and payable, without the necessity of any demand upon or notice to the Borrower by the Lender. Upon the occurrence and during the continuation of any Event of Default other than an Insolvency Event, the Lender may by written notice to the Borrower declare the Borrower's Liabilities to be immediately due and payable. Upon the occurrence and during the continuation of an Event of Default, both before and after the Acceleration Date, all outstanding Loan Instalments shall bear interest at the Loan Rate plus two percent (2%) per annum in order to compensate the Lender for the additional risk.

9.03 Upon the occurrence and during the continuation of an Event of Default, the Lender may apply any proceeds of realization from any Security or related to this Agreement or the Security Documents, against any portion or portions of the Borrower's Liabilities, and the Borrower may not require any different application. The taking of a judgment or any other action or dealing whatsoever by the Lender in respect of the Security Documents shall not operate as a merger of any of the Borrower's Liabilities hereunder or in any way affect or prejudice the rights, remedies and powers which the Lender may have, and the foreclosure, surrender, cancellation or any other dealing with any Security Documents or the said obligations shall not release or affect the liability of the Borrower or any other Person in respect of the remaining portion of the Borrower's Liabilities.

9.04 The Lender shall not be obliged to make any further Loan Instalments from and after the earliest to occur of the following: (i) delivery by the Lender to the Borrower of a written notice that a Default or an Event of Default has occurred and is continuing (whether or not such notice also requires immediate repayment of the Borrower's Liabilities); (ii) the occurrence of an Insolvency Event; and (iii) receipt by the Borrower of any garnishment notice or other notice of similar effect in respect of the Borrower pursuant to the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any similar notice under any other statute.

9.05 All of the rights and remedies granted to the Lender in this Agreement and the Security Documents, and any other rights and remedies available to the Lender at law or in equity, shall be cumulative. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.

9.06 If the Borrower fails to perform any covenant or obligation to be performed by it pursuant to this Agreement or the Security Documents, the Lender may in its sole and absolute discretion, after written notice to the Borrower, perform any of the said obligations but shall be under no obligation to do so; and any amounts expended or advanced by the Lender for such purpose shall be payable by the Borrower upon demand together with interest at the Interest Rate.

9.07 If the Borrower intends to take the benefit of any Insolvency Legislation, including making an assignment for the general benefit of creditors, making a proposal or filing a notice of intention to make a proposal under Insolvency Legislation, the Borrower covenants and agrees to provide the Lender with five (5) Business Days' prior written notice before any of the aforementioned proceedings are commenced. As soon as possible prior to the commencement of any such proceedings, the Borrower shall provide to the Lender copies of all relevant filing materials, including copies of draft court orders, plans of compromise, proposals and notices of intention. During this notice period the Lender may, in its sole discretion, elect to exercise any and all rights and remedies which may be available to it at that time as set out in this Agreement.

ARTICLE 10 GENERAL CONTRACT TERMS

10.01 The failure or delay by the Lender in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by the Borrower and any course of action on the part of the Lender, shall not operate as a waiver of any rights of the Lender unless made in writing by the Lender. Any such waiver shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of the Lender with respect to any other or future non-compliance.

10.02 In addition to any other liability of the Borrower hereunder, the Borrower hereby agrees to indemnify and save harmless the Indemnitees from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate or arise out of or result from:

- (a) any failure by the Borrower to pay and satisfy its obligations hereunder and the Security Documents including the Borrower's Liabilities; and,
- (b) any investigation by Governmental Authorities or any litigation or other similar proceeding related to any use made or proposed to be made by the Borrower of the proceeds of any Loan Instalment
- (c) any losses suffered by the Indemnitees for, in connection with, or as a direct or indirect result of, the failure of the Borrower to comply with all Requirements of Environmental Law;
- (d) any losses suffered by the Indemnitees for, in connection with, or as a direct or indirect result of, the presence of any Hazardous Material situated in, on or under any property owned by the Borrower including the Property or upon which it carries on business; and
- (e) any and all liabilities, losses, damages, penalties, expenses (including reasonable legal fees) and claims which may be paid, incurred or asserted against the Indemnitees for, in connection with, or as a direct or indirect result of, any legal or administrative proceedings with respect to the presence of any Hazardous Material on or under any property owned by the Borrower including the Property or upon which it carries on business, or the discharge, emission, spill, radiation or disposal by the Borrower of any Hazardous Material into or upon the Property, the atmosphere, or any watercourse or body of water; including the costs of defending and/or counterclaiming or claiming against third parties in respect of any action or matter and any cost, liability or damage arising out of a settlement entered into by the Indemnitees of any such action or matter;

10.03 The termination of this Agreement shall not relieve the Borrower from its obligations to the Lender arising prior to such termination, such as but not limited to obligations arising as a result of or in connection with any breach of this Agreement or the Security Documents, any failure to comply with this Agreement or the Security Documents or the inaccuracy of any representations and warranties made or deemed to have been made prior to such termination, and obligations arising pursuant to all indemnity obligations contained herein.

10.04 If the Borrower fails to pay when due any Expenses or other amounts paid by the Lender hereunder (other than principal or interest on any Loan Instalment), the Borrower agrees to pay interest on such unpaid amount from the time such amount is due until paid at the Loan Rate.

10.05 Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by telecopy to the applicable address and to the attention of the officer of the addressee as follows:

(i) to the Borrower:

McMurray Street Investments Inc.
c/o 24 Country Club Drive, King, Ontario L7B 1M5

E-mail: johndavies55@rogers.com

Attention: John Davies

(ii) to the Lender:

c/o Tier 1 Capital Management Inc.
250 Consumers Road, Suite 501
Toronto, ON M2J 4V6

Attention: Raj Singh
Fax Number: 416-304-4040

with a copy to:

Harris + Harris LLP
2355 Skymark Avenue, Suite 300
Mississauga, Ontario, L4W 4Y6

Attention: Mr. Mark L. Swartz
Fax No. 905-629-4350

Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by telecopy shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

10.06 Any provision of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, shall not invalidate the remaining provisions hereof; and any such illegality, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.07 The Borrower shall from time to time at its own expense promptly execute and deliver or cause to be executed and delivered to the Lender all such other and further documents, agreements, opinions, certificates and instruments which may be requested by the Lender if

necessary or desirable to more fully record or evidence the obligations intended to be entered into herein, or to make any recording, file any notice or obtain any consent.

10.08 Time shall be of the essence of this Agreement.

10.09 The Borrower may not assign any of its rights or obligations under this Agreement without the prior written consent of the Lender. The Lender may grant participations in all or any portion of its rights under this Agreement from time to time without notice to or obtaining the prior written consent of the Borrower. The Borrower agrees to co-operate fully with the Lender in connection with any assignment or participation pursuant to this section, and agrees to execute and deliver from time to time in favour of the Lender and any such assignee or participant such documents and assurances as may be reasonably required by the Lender or the assignee or participant in connection with such assignment or participation.

10.10 This Agreement and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Borrower and the Lender relating to the subject-matter hereof. For greater certainty and without limiting the generality of the foregoing, this Agreement supersedes all discussion papers previously issued by the Lender relating to the proposed establishment of the Loan, which have no force or effect.

10.11 To the extent that there is any inconsistency between a provision of this Agreement and a provision of any document constituting part of the Security including the Security Documents, the provision of this Agreement shall govern. For greater certainty, a provision of this Agreement and a provision of any Security Document shall be considered to be inconsistent if both relate to the same subject-matter and the provision in the Security Document imposes more onerous obligations or restrictions than the corresponding provision in this Agreement (excluding fees and Expenses).

10.12 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario. Without prejudice to the right of the Lender to commence any proceedings with respect to this Agreement in any other proper jurisdiction, the parties hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.


10.13 This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement. This Agreement may be executed by facsimile, and any signature contained hereon by facsimile shall be deemed to be equivalent to an original signature for all purposes.

10.14 This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.

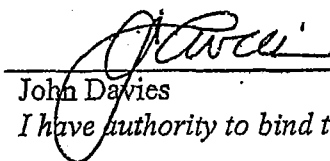
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written on the first page hereof.

7743718 CANADA INC.

Per: 
Name: Raj Singh
Title: President
I have authority to bind the corporation

MCMURRAY STREET INVESTMENTS
INC.

Per: 
John Davies
I have authority to bind the corporation

SCHEDULE "A"
THE LANDS

Pts. 1, 2, 3, Pl. No. 35R-22861 (PT. PIN: 48115-0411) and Pt. 5, Pl. No. 35R-22861 (PIN: 48115-0168) or see Deed attached.

SCHEDULE "B"
SCHEDULE OF INTEREST PAYMENTS

Interest payments shall be calculated at an annual interest rate of EIGHT PERCENT (8%), paid quarterly in trust to the Lender's Solicitor, commencing on or about July 31, 2012. All funds advanced after April 30, 2012 will receive an initial payment pro rated up to and including July 31, 2012 and full payments quarterly until the maturity date on or about April 30, 2015.

SCHEDULE "C"
EXPENSES

The Expenses include the following:

- a) Mortgage Brokerage Fee of \$35,000 payable to First Commonwealth Mortgage Corporation;
- b) Referral and Related Fees of \$445,000 payable on account of fees and commission incurred in relation to the Loan which shall be paid as the Lender may in writing direct; and,
- c) Legal Fees. Legal Fees of \$35,000.00 plus HST plus Disbursements (which shall include Title Insurance and other Expenses) shall be payable to Harris + Harris LLP which shall be deducted from the first Loan Instalment. In the event that there is more than one (1) Loan Instalments, then additional legal fees of \$18,0000 plus HST plus Disbursements shall be paid to Harris + Harris LLP on each additional 1 Loan Instalment.

SCHEDULE "D"
ADDITIONAL LOAN PAYMENT

The Additional Loan Payment shall be an amount equal to four (4%) per cent per annum of the face value of the Mortgage and shall be payable for such time as the Loan remains outstanding, as determined by the Lender (the "Additional Loan Payment"). The Additional Loan Payment shall be payable by the Borrower from the Distributable Cash Proceeds or from the proceeds being held by the Lender's Solicitor, in trust, as contemplated in Sub-Section 7.01(n) of this Agreement. The payment of the Additional Loan Payment may be paid at any time and from time to time to the Lender after the Loan, plus interest thereon in accordance with this Agreement and all Expenses are paid pursuant to this Agreement. If the face amount of the Mortgage is less than \$3,500,000.00, the Additional Loan Payment shall be reduced accordingly. The Additional Loan Payment will be paid after the Loan, plus interest thereon in accordance with this Agreement and all Expenses are paid pursuant to this Agreement as determined by the Lender, acting reasonably.

For the sake of clarity, if the face amount of the Mortgage is \$3,500,000.00 and the Borrower's Liabilities have not been paid until the third anniversary of the first loan instalment, then the amount of the Additional Loan Payment payable by the Borrower to the Lender shall be \$420,000, or 4% per annum for each year the Mortgage is outstanding; which interest amount shall not be compounded from time to time. Notwithstanding the foregoing, the calculation of the Additional Loan Payment and the timing of the payments thereof shall be determined by the Lender, acting reasonably.

The Lender shall provide to the Borrower reasonable notice of any payments made on account of the Additional Loan Payment.

SCHEDULE "E"
PERMITTED ENCUMBRANCES

1. Liens for municipal property taxes, local improvement assessments or taxes, or other taxes, assessments or recoveries relating to the Property which are not at the time due;
2. The reservations, limitations, exceptions, provisos and conditions, if any expressed in any original grants from the Crown including, without limitation, the reservations of any mines and minerals in the Crown or in any other person.
3. Any registered or unregistered licenses, easements, rights-of-way, rights in the nature of easements and agreements with respect thereof which relate to the provisions of utilities or services or easements or rights of way in favour of any governmental authority, any private or public utility, any railway company or any adjoining owner to the Property (including, without limitation, agreements, easements, licenses, rights-of-way and interests in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraphic conduits, poles, wires, and cables).
4. Title defects or irregularities, which are of a minor nature and in the aggregate will not materially adversely impair the use or marketability of the Real Property or that part thereof affected by the defect or irregularity for the purposes for which it is presently used.
5. The exceptions, limitations and qualifications of the Land Titles Act and any amendments thereto.

SCHEDULE "F"
OUTSTANDING ENCUMBRANCES AND LIENS

A mortgage on the property in the registered amount of \$500,000 which shall be discharged on the closing of the Mortgage transaction contemplated in this Agreement.

SYNDICATED MORTGAGE PARTICIPATION AGREEMENT

BETWEEN:

THOSE PARTIES LISTED IN SCHEDULE "A" ATTACHED

AND:

7743718 CANADA INC.

SYNDICATED MORTGAGE PARTICIPATION AGREEMENT

THIS AGREEMENT made and effective as of April 20, 2012.

BETWEEN:

**THOSE PARTIES LISTED IN SCHEDULE "A" ATTACHED
HERETO**

(herein individually referred to as a "Lender" and collectively, as "Lenders")

AND:

7743718 CANADA INC., a company incorporated under the laws of
Canada,

(herein referred to as the "Bare Trustee")

RECITALS:

A. Each of the Lenders have agreed to participate in the Loan (as hereinafter defined) in accordance with the terms of this Mortgage Participation Agreement.

B. The Bare Trustee will be the holder of the Lender Security (as hereinafter defined) in trust for the Lenders according to their respective Proportionate Share Percentages (as hereinafter defined) and the Bare Trustee will administer the Loan, on behalf of the Lenders, in accordance with this Agreement.

C. Each of the Lenders and the Bare Trustee wish to enter into this Agreement to set out their respective rights, obligations and agreements with respect to the Loan.

IN CONSIDERATION of the mutual obligations of the Lenders and the Bare Trustee in this Agreement and other good and valuable consideration received by each of the Lenders from the Bare Trustee, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree with each other as follows:

PART I

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms have the following meanings:

"Bare Trustee's Solicitors" means Harris + Harris LLP, 2355 Skymark Avenue, Suite 300, Mississauga, Ontario, L4W 4Y6, or such other Ontario law firm that the Trustee may appoint subject to the Lender's right to appoint their solicitors by Ordinary Approval in accordance with this Agreement;

"Borrower" means McMurray Street Investments Inc., its successors and assigns;

"Borrower's Liabilities" has the same meaning as set forth in the Loan Agreement;

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"GAAP" has the meaning given to it in Section 1.2 hereof;

"Interest Rate" means Eight (8%) per cent per annum calculated and payable as set forth in the Loan Agreement.

"Interest Reserve Account" means an interest reserve account to be established pursuant to the Loan Agreement and which shall be administered by the Bare Trustee from funds advanced under the Loan which, initially, should be the equivalent to the first year's worth of interest payable by the Borrower pursuant to the Loan Agreement as determined by the Bare Trustee, with the amount of said interest reserve account to be deposited into the Bare Trustee's Solicitors trust account;

"Lands" means the lands and premises more particularly described in Schedule "B" attached hereto;

"Lender Security" or **"Lenders Security"** means, in respect of the Loan, all security and documentation required of the Borrower by the Bare Trustee pursuant to the Loan Agreement, including the Mortgage and the Security Agreement;

"Loan" means the aggregate amount of all advances made from time to time under the Loan Agreement by the Bare Trustee, in trust for the Lenders, to the Borrower, less the amount, if any, repaid from time to time by the Borrower to the Bare Trustee;

"Loan Agreement" means a certain Loan Agreement dated April 20, 2012 by and between the Borrower and the Bare Trustee, a copy of which is attached as Schedule "C" hereto, as may be amended, supplemented or restated from time to time.

"Loan Interest" means each of the Lender's interest in the Borrower's Liabilities;

"Major Decisions" means the following decisions to be made by the Lenders in relation to the Loan:

any change in the Interest Rate applicable to the Loan;

any increase in the amount of the Loan;

~~any change to the Borrower's entitlement to prepay the Loan;~~

any change in the periodic payments or maturity date under the Loan from that set out in the Loan Agreement;

any forgiveness of any money owing in respect of the Loan;

any agreement whereby money owing under the Loan is converted to shares or equity of the Borrower or to any other type of security;

any agreement permitting the Borrower to register any mortgage or other debt security as against the Lands, except as allowed under the Loan Agreement;

any cancellation or termination of any of the Lender Security;

any concession, forgiveness or waiver with regard to the payment of the Loan;

the incurring of any liability in priority to the Loan except as set forth in the Loan Agreement.

"Majority of Lenders" means those Lenders, from time to time, holding or having more than 50.01% of the Proportionate Share Percentage of the Loan;

"Material Event of Default" means, in respect of the Loan, the "Events of Default" as defined and as set forth in the Loan Agreement.

"Mortgage" means, in respect of the Loan, the first mortgage registered, or to be registered against title to the Lands in favour of the Bare Trustee in the principal amount of \$3,500,000.00, and all amendments thereto;

"Ordinary Approval" means the approval of Lenders holding in the aggregate, more than 50.01 % of the Voting Interest;

"Principal" means, in respect of a Loan, all principal from time to time owing under the Loan;

"Property" means the Lands and all movable equipment, chattels and other personal property, revenues including without limitation all retail and parking revenues, licenses, leases, permits, approvals, and all other tangible or intangible property and all proceeds from any insurance or sales in respect of the foregoing owned by the Borrower or to which the Borrower is entitled;

"Proportionate Share Percentage" or "Proportionate Share Percentages" means, in respect of the Loan, the proportionate interest of each of the Lenders in respect of the Loan from time to time (expressed as a percentage), which shall be the percentage that the total outstanding advances made by each Lender is of the total of all advances made by all Lenders, as calculated by the Bare Trustee, acting reasonably, and as may be adjusted by the Bare Trustee, acting reasonably, and with the Proportionate Share Percentages of all the Lenders set forth as of the date first above written in Schedule "D" attached hereto;

"Protective Advance" means advances whether necessary or otherwise, for the protection or preservation of the Loan, the Property or other collateral or to avoid the probability or likelihood of losses to the Lenders under the Loan and the Lender Security, including without limitation advances to pay for property taxes, environmental remediation, legal fees, realization costs, appraisals, consultant's fees, receiver's fees, property manager's fees, insurance or repairs in respect of the Property or other collateral or to discharge any liens, charges or encumbrances ranking in priority to the Lender Security as against the Property or other collateral;

"Requisitioning Lenders" shall have the same meaning as set forth in Sub-Section 8.1(d) hereof;

"Security Agreement" means a Security Agreement entered into by the Borrower and the Bare Trustee, in trust for the Lenders, to secure repayment of the Loan, and all amendments thereto; and,

"Voting Interest" means the number of votes of the Lenders, corresponding to their respective Proportionate Share Percentages but expressed as a whole number to two decimals places if the Bare Trustee, acting reasonably, believes to do so is appropriate under the circumstances, that each Lender has as set out in Schedule "D" attached hereto which may be subject to adjustments from time to time, by the Bare Trustee, acting reasonably.

1.2 Unless specifically provided to the contrary, all accounting and financial terms used in this Agreement shall be interpreted and applied in accordance with generally accepted accounting principles in Canada consistently applied as of the reference date of this Agreement ("GAAP"). Where the Canadian Institute of Chartered Accountants includes a statement in its Handbook on a method of accounting, such statement shall be regarded as the only generally accepted accounting principle applicable to the circumstances that it covers and subject to the immediately preceding sentence, references herein to "GAAP" shall be interpreted accordingly.

1.3 The following schedules (and any other supplementary schedules or exhibits referred to therein) are incorporated by reference in this Agreement and are deemed to form a part hereof:

Schedule "A" - List of Lenders (Address Information for Notices)

Schedule "B" - Legal Description of Lands

Schedule "C" - Loan Agreement

Schedule "D" - Lender's advances, Proportionate Share Percentage and Voting Interests.

PART 2

AGENCY APPOINTMENT AND LIABILITY

2.1 The Lenders hereby appoint the Bare Trustee as their administration agent for the purpose of administering the Loan and carrying out the Lenders' rights, powers and duties under this Agreement, the Loan Agreement and the Lenders Security and the Bare Trustee agrees to carry out and fulfill such appointment in a responsible manner.

2.2 If, in the course of carrying out its rights, powers and duties under this Agreement, the Bare Trustee is, in respect of the Loan, subject to any liability, losses, claims, costs or damages arising under or in relation to the Loan Agreement, the Loan or the Lender Security, the Lenders shall be responsible for same, in proportion to their respective Proportionate Share Percentage, unless same arises as a result of the negligence, misrepresentation or wilful default of the Bare Trustee or from matters arising out of the inaction of the Bare Trustee under this Agreement, the Loan Agreement or the Lenders Security or the actions of the Bare Trustee are beyond the scope of its authority under this Agreement, for which the Bare Trustee shall be solely responsible.

2.3 The Lenders appoint the Bare Trustee to hold the Lenders Security, the Loan and all proceeds received from the Borrower, either directly or indirectly, as bare trustee for the Lenders in accordance with their respective Proportionate Share Percentage.

2.4 The Bare Trustee shall:

(a) at all times comply with the provisions of this Agreement and follow the directions of the Majority of Lenders;

(b) act solely on the directions of the Majority of Lenders and not on the directions of an individual Lender; and,

(c) except as set forth in this Agreement, the Loan Agreement or the Lenders Security, not acquire or hold any property, incur any liability, undertake any obligation or perform any activity except on the directions of the Majority of Lenders.

2.5 The business and affairs of the Bare Trustee shall be managed by the board of directors of the Bare Trustee. Unless otherwise agreed by a Majority of the Lenders, the board of directors of the Bare Trustee shall consist of One (1) director being Raj Singh and Raj Singh shall also serve as President and Secretary of the Bare Trustee.

PART 3

LOAN ADVANCE AND PROTECTIVE ADVANCES

3.1 The Lenders acknowledge, confirm and agree that the advances made by each of the Lenders and each Lender's respective Proportionate Share Percentage is as set forth in Schedule "D" attached hereto.

3.2 If the Lenders determine by Ordinary Approval that an expenditure is required as a Protective Advance, the Bare Trustee shall deliver to the Lenders a written request that same be made, accompanied by such written particulars of same as the Bare Trustee considers appropriate, acting reasonably, and a calculation of the each Lender's share of such Protective Advance based on its respective Proportionate Entitlement. The Lenders may, within ten (10) Business Days after receiving the Bare Trustee's request, pay to the Bare Trustee its proportionate share as determined by the Bare Trustee, acting reasonably, of such Protective Advance. The Bare Trustee shall keep a record of all such Protective Advances made by the Lenders.

PART 4

LOAN ENTITLEMENTS

4.1 Subject to Section 4.3 hereof, the Lenders shall be entitled to receive, to the extent provided by proceeds received from the Borrower or pursuant to the Loan Agreement including the Interest Reserve Account, the repayment of their advances as set forth in Schedule "D" attached hereto with interest thereon at the Interest Rate plus any amounts payable to the Bare Trustee under the Loan Agreement in proportion to their respective Proportionate Share Percentages from time to time. Any partial repayment of the Loan or Borrower's Liabilities to the Lenders will be in accordance with the provisions set out in Loan Agreement or the Lenders Security.

4.2 Subject to Section 4.3 hereof, the Loan Interest of any of the Lenders shall not rank in priority to the Loan Interest of the other Lenders.

4.3 The proceeds of realization, insurance, expropriation and other compensation or other proceeds realized or paid under the Loan Agreement or the Lender Security including Principal with interest thereon in accordance with the Loan Agreement, in respect of the Loan shall be paid out by the Bare Trustee as follows:

- (a) first, by payment to each Lender, if applicable, who has made a Protective Advance, pro-rata, based on the Protective Advances made by any such Lenders; and,
- (b) the balance, by payment to each Lender, pro-rata in accordance with such Lender's respective Proportionate Share Percentages.

The Bare Trustee, acting reasonably, shall determine the above-noted pay-outs or distributions to the Lenders.

PART 5

LENDER SECURITY

5.1 The Lender Security shall be held and where applicable registered in the applicable registry in the name of the Bare Trustee. The Bare Trustee shall hold the Lender Security as bare trustee for and on behalf of the Lenders in accordance with their respective Proportionate Share Percentages.

5.2 The Bare Trustee will cause the Bare Trustee's Solicitors, to:

(a) address its legal opinions in respect of the Lender Security to both the Lenders (if possible) and the Bare Trustee; and

(b) provide each Lender with a document book containing executed copies of the Lender Security and all other material legal documents relating to the Loan (including Declarations of Trust) within a reasonable time after the first advance of the Loan.

If any Lender wishes to engage the services of its own legal counsel or other advisors in connection with the Loan or the Lender Security, the cost of such additional advice shall be at the cost of such Lender.

PART 6

BARE TRUSTEE'S FUNCTIONS AND AUTHORITY

6.1 Subject to the provisions of this Agreement, the Bare Trustee shall administer the Loan and the Lender Security as it deems advisable, consistent with reasonable administration practices and, without limiting the generality of the foregoing, shall perform the following duties:

~~(a) make reasonable efforts to collect all payments due under the Loan;~~

(b) forthwith give notices to the Borrower, its successors and assigns, tenants of the Property, if any, and others as are necessary to properly administer the Loan and the Borrower's Obligations under the Loan Agreement and the Lenders Security;

(c) maintain proper records and accounts;

(d) promptly inform each Lender of any default which has occurred under the Loan Agreement or Lender Security and of which it has knowledge and take such action as is required or permitted to be taken under this Agreement, the Loan Agreement or the Lenders Security save and except for the matters that require the Ordinary Approval of the Lenders under this Agreement; and,

(e) agree to modifications of or waivers in respect of the Loan, approved by Ordinary Approval.

6.2 Notwithstanding the foregoing, the Bare Trustee shall not agree to or implement any Major Decisions unless same have been previously approved by an Ordinary Approval of the Lenders. When approved by an Ordinary Approval, such Major Decisions shall be binding on all Lenders; provided the Bare Trustee shall be entitled to execute all documentation necessary to subordinate the Mortgage and other security granted to the Bare Trustee/Lenders by the Borrower to any security granted by the Borrower to a construction lender for the purposes of constructing the condominium project at the Property and the Bare Trustee shall not be obligated to seek approval from the Lenders in this regard and such action shall not be deemed to constitute a Major Decision for the purposes of this Agreement.

6.3 The Bare Trustee shall deal equitably and in a non-discriminatory manner with the Lenders in carrying out its duties under this Agreement.

6.4 The Bare Trustee shall not have any duties or responsibilities in relation to the Loan or the Loan Interests, except as are set out in this Agreement.

6.5 The Borrower shall be instructed by the Bare Trustee to direct to the Bare Trustee all correspondence, communications, notices, statements and reports, requests for advances and other payments and all other matters whatsoever relating to the Loan, the Loan Agreement and the Lender Security.

PART 7

REMITTANCE OF PAYMENTS

7.1 The Bare Trustee shall receive all payments made by the Borrower under the Loan in trust for the Lenders in accordance with their respective Proportionate Share Percentages, subject to the provisions of this Agreement. At the option of the Bare Trustee, the Bare Trustee may direct the Borrower to make any payments under the Loan to the Bare Trustee's Solicitors, in trust. The Bare Trustee shall remit, or cause the Bare Trustee's Solicitors to remit, to the Lenders its respective share of such payments in accordance with this Agreement promptly after receipt of such funds. All funds received and processed by the Bare Trustee on behalf of the Lenders shall, if not otherwise deposited into the Trust Account of the Bare Trustee's Solicitors, be accounted for separately from the Bare Trustee's own funds, shall be processed through and/or held in a segregated account, and shall not be commingled with the Bare Trustee's own funds.

7.2 The Lenders acknowledge that the Bare Trustee is irrevocably authorized and directed to deduct and retain or pay from any payments received by it from the Borrower in respect of the Loan any amounts owing by a Lender to the Bare Trustee under this Agreement or paid by the Bare Trustee in behalf of such Lender on their behalf in fulfillment of the Lender's obligations hereunder.

PART 8

LENDERS MEETINGS

8.1 A Meeting of the Lenders shall be called in the following circumstances:

- (a) By the Bare Trustee, if there is a Default under the Loan Agreement which Default has not been cured as determined by the Bare Trustee, acting reasonably;

- (b) By the Bare Trustee, if a Major Decision is required to be made as determined by the Bare Trustee, acting reasonably;
- (c) By the Bare Trustee, if Lenders, in the aggregate, having or holding Proportionate Share Percentages of more than Ten (10%) per cent and such Lenders request that the Bare Trustee have a Meeting of the Lenders; and,
- (d) By the requisitioning Lenders if Lenders, holding more than ten (10%) per cent of Proportionate Share Percentages (the "Requisitioning Lenders") in writing requisition the Bare Trustee to hold a Meeting of Lenders and the Bare Trustee does not call a Meeting of the Lenders within Seven (7) days of receipt of such requisition.

Notwithstanding the foregoing, the Bare Trustee may call a Meeting of the Lenders at any time.

8.2 Meetings of Lenders shall be held at such location as determined by the Bare Trustee or the Requisitioning Lenders, as the case may be, in the Notice of the Meeting of Lenders provided such location is in the Greater Toronto Area. All costs and expenses related to the holding of the Meeting of Lenders shall be deducted from the amounts received from the Borrower under the Loan Agreement as the Bare Trustee may, acting reasonably determine.

8.3 Notice of the time and place of each meeting of the Lenders along with a brief Agenda shall be given not less than 10 nor more than 50 days before the date of the meeting to each Lender. A Lender may in any manner waive notice of or otherwise consent to a meeting of Lenders.

8.4 A meeting of Lenders may be held without notice at any time and at any place if all the Lenders are present in person or duly represented or if those not present or represented waive notice of or otherwise consent to such meeting being held so long as the Lenders present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

8.5 The Chairman and Secretary of any meeting of Lenders shall be appointed by the Bare Trustee unless a Majority of Lenders decide otherwise.

8.6 The only persons entitled to be present at a meeting of Lenders shall be the Lenders or their duly-appointed proxies or representatives as contemplated herein. Any other person may be admitted to a Meeting of Lenders only on the invitation of the Chairman or with the consent of a Majority of Lenders.

8.7 A quorum for the transaction of business at any meeting of Lenders shall be those Lenders holding Thirty (30%) per cent or more of the Proportionate Share Percentage present in person, or a duly appointed proxyholder or representative for a Lender so entitled. For the sake of clarity, if a quorum is present at the opening of any meeting of Lenders, the Lenders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the time appointed for a meeting of Lenders, or within such reasonable time thereafter as the Lenders present may determine, the Lenders present or represented may adjourn the meeting to a fixed time and place but may not transact any other business. If Meeting of Lenders is adjourned as aforesaid, then the Meeting of the Lenders arising from said adjournment shall have no quorum requirements.

8.8 Every Lender may appoint a proxyholder, or one or more alternate proxyholders, to attend and act as his or her representative at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the Lender or his attorney and shall be suitable to the Bare Trustee or the Bare Trustee's Solicitors, acting reasonably.

8.9 If two or more persons comprise a Lender or hold a Loan Interest jointly, any one of them present in person or duly represented at a meeting of Lenders may, in the absence of the other or others, vote the Voting Interest; but if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

8.10 At any meeting of Lenders every Lender shall be entitled to exercise votes equal to his or her respective Voting Interest.

8.11 At any Meeting of Lenders, every question shall be determined by the majority of the votes cast on the question. In case of an equality of votes either upon a show of hands or upon a ballot, the Chairman shall be entitled to a second or casting vote.

8.12 Any question at a meeting of Lenders shall, at the discretion of the Chairman, be decided by a show of hands or a ballot. Upon a show of hands every Lender who is present and entitled to vote shall have such number of votes equal to his or her Voting Interest. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the Lenders upon the said question.

8.13 On any question proposed for consideration at a meeting of Lenders, and whether or not a show of hands has been taken thereon, the Chairman may require a ballot or any person who is present and entitled to vote on such question at the meeting may demand a ballot. A ballot so required or demanded shall be taken in such manner as the Chairman shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of his or her Voting Interest which he or she is entitled to vote at the meeting upon the question, to that number of votes and the result of the ballot, by simple majority of the Voting Interest so taken shall be the decision of the Lenders upon the said question.

8.14 The Chairman may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of Lenders is adjourned for less than 30 days, it shall not be necessary to give notice of the resumption of the adjourned meeting, other than by announcement at the earlier meeting that is adjourned. If a meeting of Lenders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

8.15 Notwithstanding the foregoing, a resolution in writing signed by all the Lenders is as valid as if it had been passed at a meeting of Lenders. A resolution in writing, signed by fax and/or in counterpart by all the Lenders, is as valid as if a single copy thereof had been signed by all the Lenders.

PART 9

LOAN IN DEFAULT

9.1 The Bare Trustee shall give the Lenders written notice that a Material Event of Default has occurred (the "Default Notice") after becoming aware of the Material Event of Default.

9.2 If a Majority of the Lenders, in writing, do not dispute that a Material Event of Default has occurred within ten (10) Business Days of receipt of the Default Notice, then the Bare Trustee will promptly exercise whatever remedies that are available at law or under the Loan Agreement or Lenders Security (as applicable), as the Bare Trustee considers reasonable in the circumstances including institute the realization of the Loan, unless a Majority of the Lenders otherwise agree in writing. During any realization proceedings the Bare Trustee will provide a regular report on the status of the realization to the Lenders.

9.3 Notwithstanding anything to the contrary contained in this Agreement, the Bare Trustee may be permitted to take any action, initiate any steps or make any decision related to the Loan, the Loan Agreement and the Lenders Security, including enforcement thereof, that it considers to be reasonable in the circumstances.

PART 10

RELIANCE ON EXPERTS

10.1 The Bare Trustee shall be entitled to employ legal counsel, appraisers, accountants, or other experts (which experts have been approved by the Lenders by Ordinary Approval or by a Majority of Lenders) all at the Lenders' expense in proportion to their respective Proportionate Share Percentages, in connection with the performance of its duties under this Agreement, other than its standard administrative duties set out herein. Notwithstanding the foregoing, all of the parties hereto acknowledge and agree that unless the Bare Trustee agrees otherwise, any and all payments to be paid to the Bare Trustee shall be directed to be paid to the Bare Trustee's Solicitors. The Bare Trustee may rely and act upon the opinion or advice of such persons and shall not be responsible to the Lenders for any loss resulting from any action or non-action in accordance with such opinion or advice.

PART 11

NO WARRANTY OR LIABILITY

11.1 The Bare Trustee makes no representations, warranties or agreements with respect to the advisability, soundness, potential income, profitability, return, security of the Loan any other matter or aspect relating or pertaining to the Loan, the Property, the Loan Agreement, the Lender Security or the Borrower except as are expressly set out in this Agreement. **EACH OF THE LENDERS ACKNOWLEDGES AND AGREES THAT ITS PARTICIPATION IN THE LOAN IS AT ITS OWN RISK AND THAT IT IS THE SOLE OBLIGATION OF EACH LENDER TO INDEPENDENTLY INVESTIGATE AND SATISFY ITSELF AS TO ALL ASPECTS OF THE LOAN, THE PROPERTY, THE LOAN AGREEMENT, THE LENDER SECURITY AND THE BORROWER.**

11.2 The Bare Trustee shall not be liable to any Lender for any losses or damages suffered or incurred by any Lender as a result of any deficiency or loss upon realization of the Lender Security unless the same has been occasioned by the negligence or breach of this Agreement by the Bare Trustee.

PART 12

NOTICE

12.1 Any notice, offer, demand, acceptance or other communication (a "Communication") which may be given pursuant to or concerning this Agreement shall be in writing and may be given by personal service or may be given by prepaid first class mail mailed from anywhere within Canada to the respective party concerned at the address hereinafter appearing or at such other address of which written notice may then have been given pursuant to the provisions of this Section 12.1, and if so mailed the same shall be deemed to have been received on the fifth business day next following the date of such mailing provided, however, that if there shall occur any relevant work stoppage, work slowdown or other event which, on a reasonable view of the facts, can be expected to impede for a period of time the normal time of the delivery of the mails from the place where such Communication is posted to the place where the same is addressed, such period of five (5) business days shall be extended by a comparable period of time. Any Communication may also be given by consigning the same to a responsible courier service within Canada for prepaid delivery to the party concerned at the address to which the Communication may then be given by prepaid first class mail, and if so consigned such Communication shall be deemed to have been received by such party on the third day, excluding Saturdays, Sundays and statutory holidays in Toronto, next following the date of such consignment. Any Communication may also be given by transmitting by telefax number hereinafter appearing of which written notice may then have been given pursuant to the provisions of this Section 12.1, in which event such Communication shall be deemed to have been received by such party on the first day, excluding Saturdays, Sundays and statutory holidays in Toronto, next following the date of its transmittal. Any Communication which is deposited at the address to which the Communication may then be mailed shall be deemed to have been received on the first day, excluding Saturdays, Sundays and statutory holidays in Toronto, next following the date of such deposit. Any Communication which is given by personal service shall be deemed to have been received on the date such Communication was given.

Any party who has given a Communication shall upon the request of the party to whom it was addressed provide promptly to such party one copy thereof.

The addresses and telefax numbers of the parties for the purposes of this Section 12.1 are as follows:

to the Bare Trustee: c/o Tier 1 Capital Management Inc.
250 Consumers Road, Suite 501
Toronto, Ontario M2J 4V6

Attention: Mr. Raj Singh
Fax Number: 416-304-4040

with a copy to: Harris + Harris LLP

2355 Skymark Avenue, Suite 300
Mississauga, Ontario, L4W 4Y6

Attention: Mr. Mark L. Swartz
Fax No. 905-629-4350

and to the Lenders: As set forth in Schedule "A" attached hereto

PART 13

TERMINATION OF APPOINTMENT OF BARE TRUSTEE

13.1 The Bare Trustee may be relieved of its duties under this Agreement by a Majority of the Lenders.

13.2 If the Bare Trustee is relieved of its duties hereunder as contemplated in Section 13.1 hereof, it shall forthwith at its expense do such things and execute and deliver such documents as may be necessary to give effect to such termination and the appointment of a successor bare trustee to administer the Loan on behalf of the Lenders in accordance with this Agreement and shall deliver to the successor Administrator all documents and records in its possession or under its control relating to the Borrower, the Loan, the Property and the Lender Security and, if possible, to transfer the Lender Security to the successor Administrator.

The cost of the successor Bare Trustee shall be borne by the Lenders in proportion to the respective Proportionate Share Percentage outstanding to each of them from time to time.

PART 14

GENERAL CONTRACT PROVISIONS

14.1 If any part or provision of this Agreement is invalid or unenforceable it will be severed from this Agreement and the remainder shall be construed as if such invalid or unenforceable part or provision had been deleted from this Agreement.

14.2 Time shall be of the essence in this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limit for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. The time limit for performing or completing any matter under this Agreement may be extended or abridged by an agreement in writing by the parties.

14.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall enure to the benefit of and shall be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, as the case may be.

14.4 In this Agreement, all references to the singular will be construed to include the plural where the context so admits, the masculine to include the feminine and neuter gender and, where necessary, a body corporate and vice versa.

14.5 Terms defined in the singular have the same meaning when used in the plural, and vice-versa. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation", and the term "includes" shall mean "includes, without limitation". Any reference herein to the exercise of discretion by the Lender (including phrases such as "in the discretion of", "in the opinion of", "in its opinion", "to the satisfaction of" and similar phrases) shall mean that such discretion is absolute and unfettered and shall not imply any obligation to act reasonably, unless otherwise expressly stated herein.

14.6 The terms "this Agreement", "this Mortgage Participation Agreement", "this Syndicated Mortgage Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the schedules hereto and not to any particular article, section, paragraph, subparagraph, clause or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto. The parties hereto acknowledges that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

14.7 The provisions of this Agreement shall survive the execution and delivery of the Loan Agreement, the Lender Security and the funding of the Loan.

14.8 This Agreement shall remain in force until the earlier of the date upon which:

- (a) the Loan has been paid in full and the Lender Security discharged;
- (b) the Lender Security for all of the Loans has been fully realized upon (including prosecution of covenants to pay and realization upon assets in connection therewith) and the proceeds of realization have been fully distributed among the Lenders;
- (c) this Agreement is otherwise mutually terminated by the Bare Trustee and the Lenders by Ordinary Approval.

14.9 The parties hereto acknowledge and agree that facsimile signatures on this Agreement will be valid and binding as if this Agreement had been executed in original by the parties hereto, and receipt of this Agreement bearing a signature by facsimile transmission shall constitute delivery of this Agreement.

This Agreement may be executed (either by original or facsimile signature) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.10 The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.11 The Recitals hereof form an integral part of this Agreement.

14.12 Each Lender and the Bare Trustee shall upon the written request of another party to this agreement execute and deliver to such other party such further documents and assurances and do and cause to be done and performed all such further acts and things as are within its reasonable power to do and as are reasonably necessary or desirable in order to give full effect to this Agreement and the transactions contemplated by it.


14.13 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and, except as stated in this Agreement and in the instruments and documents to be executed and delivered pursuant to this Agreement, contains all of the representations, undertakings and agreements of the parties. This Agreement supersedes all prior negotiations or agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement.

14.14 The parties hereto, and each of them, hereby acknowledge that Harris + Harris LLP (the "Firm") has acted for the Bare Trustee in connection with this Agreement, the Loan Agreement and the Lenders Security. The Lenders acknowledge that the Firm has advised and recommended to them that, because the Firm is acting for only the Bare Trustee as aforesaid, that each of the Lenders should obtain legal advice concerning the advisability of entering into this Agreement before executing it. The parties also acknowledge that the Firm has previously acted for the Borrower and notwithstanding the Borrower will be receiving independent legal advice regarding this transaction and has waived any objection to the Firm acting on behalf of the Bare Trustee, it is possible that if a dispute arises between the Borrower and the Bare Trustee, the Firm may be unable to act for any party.

The parties have duly executed this Agreement as of the date first above written.

7743718 CANADA INC.

Per:



Raj Singh, President

I HAVE AUTHORITY TO BIND THE CORPORATION

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Witness Name (Print):)

Investor Name (Print):

SCHEDULE "B"

LEGAL DESCRIPTION OF LANDS

PT OF THE GROVE, RP8; TOWN OF BRACEBRIDGE; PT OF LTS 11, 12, 13 & 14 NTH SIDE OF ONTARIO ST, RP3, TOWN OF BRACEBRIDGE, PT LT 1, CON 2 GEOGRAPHIC TWP OF MACAULAY, TOWN OF BRACEBRIDGE, THE DISTRICT MUNICIPALITY OF MUSKOKA; BEING PART 1 35R-22861;

PT OF THE GROVE, RP8 TOWN OF BRACEBRIDGE; PT OF LOTS 11 & 12 NTH SIDE OF ONTARIO ST, RP3, TOWN OF BRACEBRIDGE, THE DISTRICT MUNICIPALITY OF MUSKOKA; BEING PART 2 OF 35R-22861;

PT OF LOT 1, CON 2 GEOGRAPHIC TWP OF MACAULAY, TOWN OF BRACEBRIDGE, DISTRICT MUNICIPALITY OF MUSKOKA, BEING PART 3 OF 35R-22861; T/W PT 7 35R2580 AS IN DM30937, DM80981; S/T PT 3, PLAN 35R22861 AS IN LT92776 AS AMENDED BY ORDER LT240194 AND PARTIALLY RELEASED BY LT165005; S/T PT 3, PLAN 35R-22861, AS IN LT92727, AS AMENDED BY ORDER LT240194; TOWN OF BRACEBRIDGE;

SCHEDULE "C"

PT OF THE GROVE, RP8; TOWN OF BRACEBRIDGE; PT OF LTS 11, 12, 13 & 14 NTH SIDE OF ONTARIO ST, RP3, TOWN OF BRACEBRIDGE, PT LT 1, CON 2 GEOGRAPHIC TWP OF MACAULAY, TOWN OF BRACEBRIDGE, THE DISTRICT MUNICIPALITY OF MUSKOKA; BEING PART 1 35R-22861;

PT OF THE GROVE, RP8 TOWN OF BRACEBRIDGE; PT OF LOTS 11 & 12 NTH SIDE OF ONTARIO ST, RP3, TOWN OF BRACEBRIDGE, THE DISTRICT MUNICIPALITY OF MUSKOKA; BEING PART 2 OF 35R-22861;

PT OF LOT 1, CON 2 GEOGRAPHIC TWP OF MACAULAY, TOWN OF BRACEBRIDGE, DISTRICT MUNICIPALITY OF MUSKOKA, BEING PART 3 OF 35R-22861; T/W PT 7 35R2580 AS IN DM30937, DM80981; S/T PT 3, PLAN 35R22861 AS IN LT92776 AS AMENDED BY ORDER LT240194 AND PARTIALLY RELEASED BY LT165005; S/T PT 3, PLAN 35R-22861, AS IN LT92727, AS AMENDED BY ORDER LT240194; TOWN OF BRACEBRIDGE;

Properties

PIN 48115 - 0429 LT *Interest/Estate* Fee Simple
Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
Address 28 MCMURRAY STREET
 BRACEBRIDGE

PIN 48115 - 0168 LT *Interest/Estate* Fee Simple
Description PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 28 MCMURRAY STREET
 BRACEBRIDGE

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 MCMURRAY STREET INVESTMENTS INC.
Address for Service c/o 2355 Skymark Avenue
 Suite 300
 Mississauga, Ontario
 L4W 4Y6

I, John 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 7743718 CANADA INC.
Address for Service Tier 1 Transaction Advisory Services Inc.
 250 Consumers Road
 Suite 501
 Toronto, Ontario
 M2J 4V6

Statements

Schedule: See Schedules

Provisions

Principal \$3,500,000.00 *Currency* CDN
Calculation Period See Schedule
Balance Due Date See Schedule
Interest Rate See Schedule
Payments
Interest Adjustment Date
Payment Date See Schedule
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Signed By

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Chargor Signed 2012 05 03
Mississauga (s)
L4W 4Y6

Tel 9056297800

Fax 9056294350

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

Submitted By

HARRIS + HARRIS LLP 2355 Skymark Ave, Ste 300 2012 05 03
Mississauga
L4W 4Y6

Tel 9056297800

Fax 9056294350

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 12140

PROVIDED THIS CHARGE/MORTGAGE OF LAND TO BE VOID upon payment at the office of the Chargee at 2355 Skymark Avenue, Suite 300, Mississauga, Ontario, L4W 4Y6 of Three Million Five Hundred Thousand (\$3,500,000.00) Dollars of lawful money of Canada with interest at the rate of eight percent (8.00%) per annum, calculated daily and payable on the earlier of demand or quarterly as herein set forth, as well after as before maturity and both before and after default plus the Additional Loan Payment (as defined and payable in accordance with the Loan Agreement) as follows: the whole of said principal sum of \$3,500,000.00 then outstanding shall become due and payable on April 30, 2015 and interest at the rate and calculated aforesaid on the amount advanced from time to time shall become due and payable on the earlier of demand or quarterly on the first day of the first month in each quarter (or three-month period as determined by the Chargee, acting reasonably) from and including July 31, 2012 to and including the day that the aforesaid principal sum is repaid in full. The first payment of interest to be computed from the date of the first advance to become due and payable on the first day of the third month or quarter (as determined by the Chargee, acting reasonably) immediately following the month that the first advance takes place which, for the sake of clarity, if the first advance is made in April of 2012, then the first payment of interest payable by the Chargor under this Charge shall be July 1, 2012.

AND taxes; and observance and performance of all covenants, provisos and conditions herein contained.

AND it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid in one (1) month from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

(10) **STANDARD CHARGE TERMS**

10.1 **Defined Terms** – Unless otherwise expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in this Charge:

- (a) **“Charge”** means the Charge/Mortgage to which these Standard Charge Terms are attached as a schedule or which refers to the filing number of these Standard Charge Terms, as the case may be, and all schedules attached to such Charge/Mortgage of Land, and all amendments thereto and replacements thereof from time to time;
- (b) **“Chargee”** means all persons in whose favour this Charge is given and who is or are named in this Charge as Chargee;
- (c) **“Chargor”** means all persons who have given this Charge and who have executed the same as Chargor;
- (d) **“Costs”** includes all costs and expenses of every nature and kind whatsoever incurred by the Chargee or paid by the Chargee to any other party or Person in connection with the protection and preservation of the Lands or any other security held by the Chargee whether pursuant to this Charge, the Loan Agreement or otherwise, or for the purpose of preserving and maintaining the enforceability and priority of this Charge and any such other security, or in connection with any and all demands and enforcement proceedings of every nature and kind made or carried out by or on behalf of the Chargee under or pursuant to this Charge or the Loan Agreement, and includes, without limitation, legal costs incurred by the Chargee on a solicitor and client scale;
- (e) **“Covenantor”** means any party to this Charge expressly defined as such and any and all Persons who have directly, indirectly, as principal debtor or as surety covenanted to pay or guaranteed payment of the whole or any part of the amount or amounts secured by this Charge or which are owing under the loan facilities referred to in the Loan Agreement or who have covenanted to perform or guaranteed performance by the Chargor of its obligations under this Charge or under the Loan Agreement or under any security given in connection therewith;
- (f) **“Environmental Laws”** means any and all applicable statutes, laws, by-laws, regulations, rules, codes, orders, directives, guidelines, permits and other lawful requirements, now or hereafter in effect, of any federal, provincial, municipal or other governmental authority having jurisdiction in connection with or pertaining to any Hazardous Substance or to the protection of the natural environment or the health or welfare of any living thing;
- (g) **“Hazardous Substance”** means any pollutant, contaminant, waste or other substance (i) the store, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled or regulated or licensed under any Environmental Law; or (ii) which in the Chargee’s opinion, acting reasonably, may, immediately or in the future, directly or indirectly, cause harm or degradation to the environment or to the health or welfare of any living thing;

- (h) **"Lands"** means the lands, tenements, hereditaments and appurtenances and any estate or interest therein described in this Charge, and all buildings and improvements now or hereafter situate or constructed thereon, and all easements, rights-of-way and other appurtenances thereto, and all structures, additions, improvements, machinery, equipment, decorations and other fixtures of every nature and kind (whether or not affixed in law) attached thereto or placed, installed or erected thereon or used in connection therewith;
- (i) **"Loan Agreement"** means a certain loan agreement dated as of the 20th day of April, 2012 by and between the Chargor and the Chargee, as may be amended or restated from time to time;
- (j) **"Person"** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;
- (k) **"Receiver"** means any receiver, receiver and manager, receiver-manager or trustee of the Lands as may be appointed from time to time by the Chargee pursuant to the provisions of this Charge or by any court of competent jurisdiction; and,
- (l) **"Taxes"** means all taxes, rates, assessments, local improvement charges, levies, penalties and other charges imposed upon or in respect of the Lands by any governmental authority having jurisdiction.

10.2 **Statutory References** – Unless expressly stipulated or otherwise required by the context, all references in this Charge to any federal, provincial or municipal statute, regulation, by-law, order, directive or other governmental enactment shall be deemed to be and construed as a reference to the same as amended from time to time.

10.3 **Exclusion of Statutory Covenants** – The implied covenants deemed to be included in a charge under sub-section 7(1) of the Land Registration Reform Act (Ontario) shall be and are hereby expressly excluded and replaced by the terms hereof which are covenants by the Chargor, for and on behalf of the Chargor, with the Chargee.

10.4 **Short Form of Mortgages Act** – If any of the forms of words contained herein are substantially in the form of words contained in Column One of Schedule B of the Short Form of Mortgages Act, R.S.O. 1980, c. 474, and distinguished by a number therein, this Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and this Charge shall be interpreted as if the said Act was still in full force and effect.

10.5 **Proviso for Redemption** – Provided this Charge to be void upon payment of the principal sum hereby secured, in lawful money of Canada, with interest as herein provided and taxes and performance of statute labour and performance of all covenants and agreements contained in this Charge.

10.6 **Release** – The Chargor releases to the Chargee all its claims upon the Lands subject to the proviso for redemption herein.

10.7 **Advance of Funds** – The Chargor agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the monies hereby secured, nor shall the advance of a part of the principal sum herein bind the Chargee to advance any unadvanced portion thereof, but nevertheless the estate hereby charged shall take effect forthwith upon the execution of this Charge by the Chargor, and the expenses of the examination of the title and of this Charge and valuation are to be secured hereby in the event of the whole or any balance of the principal sum herein not being advanced, the same to be charged hereby upon the Lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Charge, and in default the remedies herein shall be exercisable.

10.8 **Chargor's Covenants** – The Chargor covenants with the Chargee as follows:

- (a) that the Chargor will pay the principal sum herein and interest and the Additional Loan Payment and observe the proviso for redemption herein, and will pay as they fall due all Taxes and when required by the Chargee, shall transmit the receipts therefor to the Chargee;
- (b) that the Chargor will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of this Charge or the Loan Agreement including, without limiting the generality of the foregoing, all servicing or other fees, Costs or charges provided for herein; all insurance premiums; the amount paid for the supply of any fuel or utilities to the Lands; all Costs, commissions, fees and disbursements incurred by the Chargee in constructing, inspecting, appraising, selling, managing, repairing or maintaining the Lands; all Costs incurred by the Chargee, including legal costs on a solicitor and his own client basis, with respect to the Charge or the enforcement thereof or incurred by the Chargee arising out of, or in any way related to this Charge; any amounts paid by the Chargee on account of any encumbrance, lien or charge against the Lands and any and all Costs

incurred by the Chargee arising out of, or in any way related to, the Chargee realizing on its security by sale or lease or otherwise;

- (c) that the Chargor has a good title in fee simple to the Lands and has good right, full power and lawful and absolute authority to charge the Lands and to give this Charge to the Chargee upon the covenants contained in this Charge;
- (d) that the Chargor has not done, committed, executed or willfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the Lands, or any parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose; and free from all encumbrances except as may be permitted by the Chargee, acting reasonably or as set forth in the Loan Agreement;
- (e) that the Chargor will execute such further assurances of the Lands as may be requisite; and
- (f) that the Chargor will produce the title deeds and allow copies to be made at the expense of the Chargor.

10.9 **Compliance with Laws and Regulations** – The Chargor shall, in its ownership, operation and use of the Lands, promptly and at all times observe, execute and comply with all laws, Environmental Laws, rules, requirements, orders, directions, ordinances, and regulations of every governmental authority or agency having jurisdiction with respect to the same, and further agrees at its cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

10.10 **Change of Use** – The Chargor will not change or permit to be changed the existing use or uses of the Lands without the prior written consent of the Chargee.

10.11 **Repair** – The Chargor will keep the Lands including the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, and the Chargee may, whenever it deems necessary, enter upon and inspect the Lands, and the cost of such inspection shall be added to the indebtedness secured hereunder, and if the Chargor neglects to keep the Lands in good condition and repair, or commits or permits any act of waste on the Lands (as to which the Chargee shall be sole judge) or makes default as to any of the covenants or provisos herein contained, the principal sum herein shall, at the option of the Chargee, forthwith become due and payable, and in default of payment thereof with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised forthwith and the Chargee may make such repairs as it deems necessary, and the cost thereof with interest at the rate aforesaid shall be added to the monies hereby secured and shall be payable forthwith and be a charge upon the Lands prior to all claims thereon subsequent to this Charge.

10.12 **Alterations or Additions** – Except as contemplated in Section 10.57 hereof, the Chargor will not make or permit to be made any alterations or additions to the Lands without the prior written consent of the Chargee, which consent may be withheld in the Chargee's sole discretion or may be given only subject to compliance with such terms and conditions at the cost of the Chargor as the Chargee may impose.

10.13 **Lands Include All Additions** – The Lands shall include all structures and installations brought or placed on the Lands for the particular use and enjoyment thereof or as an integral part of or especially adapted for the buildings thereof whether or not affixed in law to the Lands including, without limiting the generality of the foregoing, piping, plumbing, electrical equipment or systems, arials, refrigerators, stoves, clothes washers and dryers, dishwashers, incinerators, radiators and covers, fixed mirrors, fitted blinds, window screens and screen doors, storm windows and storm doors, shutters and awnings, floor coverings, fences, air conditioning, ventilating, heating, lighting, and water heating equipment, cooking and refrigeration equipment and all component parts of any of the foregoing and that the same shall become fixtures and an accession to the freeholder and a part of the realty.

10.14 **INTENTIONALLY DELETED**

10.15 **Inspection** – The Chargee shall have access to and the right to inspect the Lands at all reasonable times.

10.16 **Taxes** – With respect to Taxes, the Chargor covenants and agrees with the Chargee that:

- (a) The Chargee may deduct from any advance of the monies secured by this Charge an amount sufficient to pay all Taxes which have become due and payable during any calendar year.
- (b) The Chargee may at its sole option estimate the amount of the Taxes payable in each year and the Chargor shall forthwith upon demand of the Chargee pay to the Chargee one-twelfth (1/12) of the estimated annual amount of such Taxes on the 1st day of each and every month during the term of this Charge commencing with the 1st day of the first full month of the term of this Charge. The Chargee may at its option apply such payments to the Taxes so long as the Chargor is not in default under any covenant or agreement contained

in this Charge, but nothing herein contained shall obligate the Chargee to apply such payments on account of Taxes more often than yearly. Provided however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before such payments have been so applied by the Chargee, 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 payment of the principal and interest in default. 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.

- (c) In the event that the Taxes actually charged in a calendar year, together with any interest and penalties thereon, exceed the amount estimated by the Chargee as aforesaid, the Chargor shall pay to the Chargee, on demand, the amounts required to make up the deficiency. The Chargee may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefor in excess of the then amount of credit held by the Chargee for Taxes. Any excess amount advanced by the Chargee shall be secured as an additional principal sum under this Charge and shall bear interest at the rate as provided for in this Charge until repaid by the Chargor.
- (d) The Chargor shall transmit and deliver to the Chargee all assessment notices, tax bills and other notices pertaining to the imposition of Taxes forthwith after receipt thereof.
- (e) The Chargor shall pay to the Chargee, in addition to any other amounts required to be paid hereunder, the amount required by the Chargee in its sole discretion for a reserve on account of future liability for Taxes.
- (f) In no event shall the Chargee be liable for any interest on any amount paid to it on account of Taxes and the monies so received may be held with its own funds pending payment or application thereof as herein provided; provided that in the event that the Chargee does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Chargee on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Chargee's option the Chargee may repay such amount to the Chargor without any interest.
- (g) The Chargor shall in all instances be responsible for the payment of any and all penalties resulting from any arrears of Taxes or any late payment of current instalments thereof, and at no time shall such penalties be the responsibility of the Chargee.
- (h) In the event the Chargee does not collect payments on account of Taxes as aforesaid, the Chargor shall deliver to the Chargee or on before December 31st in each calendar year or such other times or dates that the Chargee requests, written evidence from all taxing authorities having jurisdiction to the effect that all Taxes for the then current calendar year and any preceding calendar years have been paid in full, failing which, the Chargee shall be entitled to charge a servicing fee for each written inquiry directed to such taxing authorities or the Chargor for the purpose of ascertaining the status of the Taxes together with any costs payable to such taxing authorities for such information.

10.17 **Utilities** – The Chargor covenants that it will pay all utility and fuel charges related to the Lands as and when they are due. Except as may be necessary during the course of construction upon the Lands, the Chargor will not allow or cause the supply of utilities or fuel to the Lands to be interrupted or discontinued and that, if the supply of fuel oil or utilities is interrupted or discontinued, the Chargor will take all steps that are necessary to ensure that the supply of utilities or fuel is restored forthwith.

10.18 **Insurance** – The Chargor will insure and keep insured during the term of this Charge the buildings and other improvements on the Lands (now or hereafter erected) on an all-risks basis in an amount of not less than the greater of the full replacement value of the buildings located thereon from time to time, or the principal money herein, with no co-insurance provisions and with the Chargee's standard mortgage clause forming part of such insurance policy. The Chargor shall carry such liability, rental, boiler, plate glass and other insurance coverage as is required by the Chargee to be placed with such insurance companies and in such amounts and in such forms as may be acceptable to the Chargee. All such policies shall provide for loss payable to the Chargee and contain such additional clauses and provisions as the Chargee may require. An original of all insurance policies and endorsements from the insurer to the effect that coverage has been bound and/or extended for a minimum period of at least one year and that all premiums with respect to such term of such coverage have been paid in full, shall be produced to the Chargee prior to any advance and at least thirty (30) days before expiration of any term of any such respective policy, failing which the Chargee may provide thereof and charge the premium paid thereof and interest thereon at the aforesaid rate to the Chargor and any amounts so paid by the Chargee shall be payable forthwith to the Chargee and shall also be a charge upon the Lands and secured by this Charge. It is further agreed that the Chargee may at any time require any insurance on the said buildings to be cancelled and new insurance effected with a company to be named by it, and also may, of its own accord, effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be forthwith payable to it, together with interest at the rate aforesaid by the Chargor (together with any costs of the Chargee as herein set out), and shall be a charge upon the Lands and secured by this Charge.

In the event that the evidence of continuation of such insurance as herein required has not been delivered to the Chargee within the required time, the Chargee shall be entitled to a servicing fee for each written inquiry which the Chargee shall make to the insurer or the Chargor 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, the Chargee, in addition to the aforementioned servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

In the event of any loss or damage, the Chargor shall forthwith notify the Chargee in writing and notwithstanding any other provision to the contrary, statutory or otherwise, in the event of any monies becoming payable pursuant to any insurance policy herein required, the Chargee may, at its option, require the said monies to be applied by the Chargor in making good the loss or damage in respect of which the monies is received, or in the alternative, may require that any or all of the monies so received be applied in or towards satisfaction of any or all of the indebtedness hereby secured whether or not such indebtedness has become due. No damage may be repaired nor any reconstruction effected without the approval in writing of the Chargee in any event.

The Chargor, upon demand, will transfer all policies of insurance provided for herein and the indemnity which may become due therefrom to the Chargee. The Chargee shall have a lien for the indebtedness hereby secured on all the said insurance proceeds and policies, and may elect to have these monies applied as it may deem appropriate, including payment of monies secured hereby, whether due or not, but the Chargee shall not be bound to accept the said monies in payment of any principal not yet due.

10.19 **Remittance and Application of Payments** – All payments of principal, interest and other monies payable hereunder to the Chargee shall be payable at par in lawful money of Canada at the Chargee's address for service as set out in this Charge or at such other place as the Chargee shall designate in writing from time to time. In the event that any of the monies secured by this Charge are forwarded to the Chargee by mail, payment will not be deemed to have been made until the Chargee has actually received such monies and the Chargor shall assume and be responsible for all risk of loss or delay. Notwithstanding anything herein to the contrary, in the event of any default under this Charge, the Chargee may apply any payments received in whatever order the Chargee may elect as between principal, interest, realty taxes, insurance premiums, repairs, costs and any other advances or payments made by the Chargee hereunder.

10.20 **Receipt of Payment** – Any payment received after 2:00 p.m. on any date shall be deemed, for the purpose of calculation of interest to have been made and received on the next bank business day and the Chargee shall be entitled to interest on the amount due it, to and including the date on which the payment is deemed by this provision to have been received.

10.21 **No Deemed Re-investment** – Except in the case where this Charge provides for blended payments of principal and interest whether paid monthly or otherwise, the parties hereto agree that the Chargee shall not be deemed to reinvest any monthly or other payments received by it hereunder.

10.22 **INTENTIONALLY DELETED**

10.23 **Postdated Cheques** – The Chargor shall, if and when required by the Chargee, deliver to the Chargee upon the first advance of moneys hereunder or upon request and thereafter on each anniversary date thereof in each year for the duration of the term of this Charge, postdated cheques for the payments of principal, interest and estimated realty taxes required to be made herein during the twelve month period commencing on each such anniversary date. In the event of default by the Chargor in delivery to the Chargee of the postdated cheques as herein provided, this Charge shall be deemed in default and the Chargee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option. In addition, the Chargee upon the Chargor's failure to deliver such postdated cheques as required hereunder shall be entitled to a servicing fee for each written request that it makes to the Chargor for the purpose of obtaining such postdated cheques. Any step taken by the Chargee hereunder by way of a request for further postdated cheques shall be without prejudice to the Chargee's rights hereunder to declare the Charge to be in default in the event that such postdated cheques are not delivered within the required time.

10.24 **Dishonoured Cheques** – In the event that any of the Chargor's cheques are not honoured when presented for payment to the drawee, the Chargor shall pay the Chargee for each such returned cheque a servicing fee to cover the Chargee's administration costs with respect to same. In the event that the said cheque which has not been honoured by the drawee is not forthwith replaced by the Chargor, the Chargee shall be entitled to a further servicing fee for each written request therefor which may be necessitated by the Chargor not forthwith replacing such dishonoured cheque.

10.25 **Financial and Operating Statements** – The Chargor covenants that, within the periods of time hereinafter specified, or within such other period(s) of time as may be specified by the Loan Agreement, the Chargor shall deliver or cause to be delivered to the Chargee the following:

- (a) within 60 days after the end of each fiscal quarter of operation to the Lands, quarterly financial reports, including the balance sheet and statement of income for the quarter and on a year-to-date basis, with details of accounts payable and all priority payables, certified as accurate by an appropriate corporate officer;
- (b) within 120 days after the end of each fiscal year of operation of the Lands, an annual operating statement in respect of the Lands for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Lands, the cost and expenses of operation and maintenance of the Lands and such other information and explanations in respect of the same as may be required by the Chargee;
- (c) within 120 days after the end of each fiscal year of each Chargor and Covenantor which is a corporation, the annual financial statements of each such corporation for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Chargee;
- (d) with respect to each Chargor and Covenantor who is an individual and within 30 days after each anniversary of the date of the Loan Agreement, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Chargee; and
- (e) such further or other information as the Chargee may reasonably require from time to time in the monitoring and managements of its risk.

All such operating and financial statements shall be prepared at the expense of the Chargor and in accordance with generally accepted accounting principles applied on a consistent basis and on a review engagement basis by a duly qualified chartered accountant or certified public accountant which is acceptable to the Chargee, and the completeness and correctness of such statements shall be supported by an affidavit of an unauthorized officer of the Chargor or Covenantor, as the case may be.

10.26 **Estoppel Acknowledgements** – If and whenever the Chargee requests an acknowledgement from the Chargor as to the statement of account with respect to this Charge or the status of the terms and conditions of this Charge, the Chargor shall execute such an acknowledgement in such form as may be required by the Chargee provided that the contents of such form are correct, and the Chargor shall do so forthwith upon request and without cost to the Chargee and shall return such acknowledgement duly executed within forty-eight (48) hours of such request.

10.27 **Statements of Account** – The Chargor shall be entitled to receive upon written request, a statement of account with respect to this Charge as of any payment date under this Charge and the Chargee shall be entitled to a servicing fee for each such statement.

10.28 **Renewal or Extension of Time** – No renewal or extension of the terms of this Charge given by the Chargee to the Chargor, or anyone claiming under him, or any other dealing by the Chargee with the owner of the equity of redemption of the Lands, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the monies hereby secured, and this Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount notwithstanding that there may be subsequent encumbrances; and it shall not be necessary to register any such agreement in order to retain priority for this Charge so altered over any instrument registered subsequent to this Charge; provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

Provided further that the terms of this Charge may be amended or extended from time to time by mutual agreement between the Chargor and the Chargee and the Chargor hereby further covenants and agrees that, notwithstanding that the Chargor may have disposed of his interest in the Lands hereby secured, the Chargor will remain liable as a principal debtor and not as a surety for the observance of all of the terms and provisions herein and will in all matters pertaining to this Charge well and truly do, observe, fulfill and keep all and singular the covenants, provisos, conditions, agreements and stipulations in this Charge or any amendment or extension thereof notwithstanding the given of time for the payment of the Charge or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee to the Chargor.

The Chargor covenants and agrees with the Chargee that no agreement for renewal hereof or for extension of the time for payment of any monies payable 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 original term of this Charge or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no renewal hereof or extension of the time for payment of any monies hereunder shall result from, or be implied from, any other act, matter or thing, save only express agreement in writing between the Chargor and the Chargee.

10.29 **Construction Liens** – The Chargee may, at its option, withhold from any advances for which the Chargor may have qualified such amounts as the Chargee, at its sole discretion, considers advisable so as to ensure the priority of all advances over all liens arising under any construction lien legislation until such time as the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Charge shall be construed to make the Chargee an “owner” or “payer” as defined under any construction lien legislation, nor shall there be or be deemed to be any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be retained by the “owner” or “payer” pursuant to any construction lien legislation shall remain solely the Chargor’s obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of all construction lien legislation.

10.30 **Expropriation** – If the Lands or any part thereof shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the principal sum herein remaining unpaid shall at the option of the Chargee forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with a bonus equal to the aggregate of (a) three months’ interest at the same rate calculation on the amount of the principal remaining unpaid, AND (b) one month’s interest at the rate provided for herein calculated on the principal remaining unpaid, for each full year of the term of this Charge or any part of such year from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of this Charge become due and payable and in any event all the proceeds of any expropriation shall be paid to the Chargee at its option in priority to the claims of any other party.

10.31 **INTENTIONALLY DELETED**

10.32 **Sale or Change of Control** – In the event of a further encumbrance or a sale, conveyance or transfer of the Lands or any portion thereof, or a change in control of the Chargor or a change in the beneficial ownership of the Lands or any portion thereof or a lease of the whole of the Lands, all sums secured hereunder shall, at the Chargee’s option, become due and payable forthwith unless the written consent of the Chargee has been first obtained, which consent shall not be unreasonably withheld. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under him and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision. No permitted sale or other dealing by the Chargor with the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured. The foregoing shall not apply to any sale to a bona fide arm’s length purchaser for value of a single family residential lot or condominium unit intended to be used by such purchaser for residential purposes.

10.33 **Event of Default** – Without limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon and all amounts due hereunder shall immediately become due and payable at the option of the Chargee exercised by notice in writing to the Chargor:

- (a) Failure by the Chargor or any Covenantor to pay any instalment of principal, interest and/or any amounts owing under the Loan Agreement or this Charge including without limiting the generality of the foregoing, taxes under this Charge or under any charge or other encumbrance of the Lands, on the date upon which any of the payments for same become due;
- (b) Failure by the Chargor or any Covenantor to strictly and fully observe or perform any condition, agreement, covenant or term set out in the application or Loan Agreement for the loan secured by this Charge, the provisions of this Charge, or any other document giving contractual relationship as between them or any of them or if it is found at any time that any representation to the Chargee with respect to the loan secured by this Charge or in any way related thereto is incorrect or misleading;
- (c) Default by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in the Loan Agreement or any charge or other encumbrance affecting the Lands, whether or not it has priority over this Charge;
- (d) Upon the registration of any construction lien against the Lands which is not discharged or vacated on or before the date which is the earlier of 21 days after the date of registration of such construction lien and the day immediately preceding the last date upon which a legal action can be commenced in respect of such construction lien;
- (e) In the event that any Hazardous Substance is discovered in, on or under the Lands or any part thereof and the Chargee does not within seven (7) days after demand therefor by the Chargee immediately commence and thereafter diligently proceed to completely remove the same to the entire satisfaction of the Chargee;

- (f) In the event that the Lands are abandoned or there is any cessation of the business activities or any material part thereof now being conducted upon the Lands by the Chargor or the beneficial owner of the Lands or any of their respective officers, agents, employees, tenants or invitees;
- (g) If the Chargor or any Covenantor commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Lands or any part thereof or if any compromise or arrangement with creditors is made by any of them;
- (h) If the Chargor or any Covenantor shall fail to maintain reasonable currency with respect to the government priority payables.

10.34 **Default** – The Chargee may, on default of payment or in the performance of any covenant in this Charge contained or implied by law or statute, enter on and lease the Lands or in default of payment or in default in performance of any covenant in this Charge contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days' notice sell the Lands. Such notice shall be given to such persons and in such manner and form and within such time as provided under the Mortgages Act, as amended from time to time. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the Lands, if occupied, or by placing it on the Lands if unoccupied, or at the option of the Chargee, by mailing in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the Lands are situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability. If there be legal personal representatives of the Chargor on the death of the Chargor, such notice may, at the option of the Chargee, be given in any of the above modes or by person service upon such representatives.

Provided further, without prejudice to the statutory powers of the Chargee under the preceding proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continues for two months after any payment of either principal or interest falls due, the Chargee may exercise the powers given under the preceding proviso with or without entry on the Lands without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. And that the Chargee may sell the whole or any part or parts of the Lands by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Lands or by reason of non-payment or procuring payments of monies secured hereby or otherwise; and that the Chargee may sell any of the Lands on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem proper; and may buy in or rescind or vary any contract for the sale of the whole or any part of the Lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder and the title of a purchaser or lessee upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no cause had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any person damnified by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only.

And it is hereby agreed between the parties hereto that the Chargee may pay all premiums of insurance and all Taxes which shall from time to time fall due and be unpaid in respect of the Lands, and that such payments together with all costs, charges and legal fees (between a solicitor and his own client), and expenses which may be incurred in taking, recovering and keeping possession of the Lands, and of negotiating this loan, investigating title, and registering this Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize this security, (including legal fees, real estate commissions, appraisal costs and other costs incurred in leasing or selling the Lands or in exercising the power of entering, leasing and selling herein contained) shall be with interest at the rate aforesaid and shall be a charge upon the Lands in favour of the Chargee and that the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the Lands, and that any amount paid by the Chargee shall be added to the monies hereby secured and shall be payable forthwith with interest at the rate herein, and in default this Charge shall immediately become due and payable at the option of the Chargee, and all powers in this Charge conferred shall become exercisable. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the person or

persons, company, corporation or government so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Chargee shall deem it proper to do so.

Provided that wherever a power of sale is hereby conferred upon the Chargee, all provisions hereof relating to exercising such power, including, without in any way limiting the generality of the foregoing, the persons to whom notice of exercising such power shall be given and the manner of giving such notice, shall be deemed to have been amended so as to comply with the requirements of law from time to time in force with respect to exercising such power of sale, and wherever there shall be a conflict between the provisions of this Charge relating to exercising such power of sale and the requirements of such law, the provisions of such law shall govern. Insofar as there is no such conflict, the provisions of this Charge shall remain unchanged.

Provided that the Chargee may lease or sell as aforesaid without entering into possession of the Lands.

Provided that the Chargee may distrain for arrears of interest and that the Chargee may distrain for arrears of principal and arrears of Taxes in the same manner as if the same were arrears of interest.

Provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Chargee, together with interest thereon.

Provided that upon default of payment of instalments of principal promptly as the same become due, the balance of the principal and interest shall immediately become due and payable at the option of the Chargee.

Provided that, upon default under this Charge, the Chargee shall be entitled and shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter.

Provided that until default hereunder the Chargor shall have quiet possession of the Lands.

And that on default the Chargee shall have quiet possession of the Lands.

Provided that the Chargee may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of the principal secured herein shall be as set out in the proviso for redemption herein. Any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. No waiver shall be effective or binding on the Chargee unless made in writing.

And it is further agreed by and between the parties that the Chargee may at its discretion at any time, release any part or parts of the Lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the Lands or any person from this Charge or from any of the covenants herein contained, it being especially agreed that every part or lot into which the Lands are or may hereafter be divided does and shall stand charged with all of the monies hereby secured and no person shall have the right to require the principal secured hereunder to be apportioned; further the Chargee shall not be accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. No sale or other dealing by the Chargor with the equity of redemption in the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

It is further agreed that the Chargee may exercise all remedies provided for in this Charge concurrently or in such order and at such times as it may see fit and shall not be obligated to exhaust any remedy or remedies before exercising its rights under any other provisions contained in this Charge.

And without limiting any other provision of this Charge, the Chargor acknowledges and agrees that, upon the occurrence of any default under this Charge and whether or not the monies hereby secured have been fully advanced, the Chargee may, at any time and from time to time as the Chargee shall determine at its sole option and discretion, advance such further sums under this Charge as are necessary to pay any arrears of Taxes, utilities or other charges capable of constituting a lien upon the Lands *pari passu* with or in priority to this Charge, to pay all amounts due under any encumbrance having priority over this Charge, to pay all amounts required to discharge or vacate any construction lien registered against the Lands whether or not priority is claimed over this Charge, to maintain in good standing any policies of insurance in respect of the Lands, to maintain, repair, operate and/or manage the Lands and any or all improvements thereon, to complete construction or renovation of any improvements on the Lands, to realize upon any security held by the Chargee for the loan secured by this Charge and generally to enforce all of the Chargee's rights, title and interest hereunder and to protect the Lands and to preserve the enforceability and priority of this Charge, and to pay any and all Costs; and all amounts advanced by the Chargee for any of the purposes as aforesaid shall bear interest at the rate applicable under this Charge from the date so advanced until repaid in full and shall be secured by this Charge in the same priority as the principal amount hereof.

10.35 **Right of Chargee to Repair** – The Chargor covenants and agrees with the Chargee that in the event of default in the payment of an instalment or other monies payable hereunder by the Chargor or on breach of any covenant, proviso or agreement herein contained, after all or any of the monies hereby secured have been advanced, the Chargee may, at such time or times as the Chargee may deem necessary and without the concurrence of any person, enter upon the Lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Lands or for inspecting, taking care of, leasing, collecting the rents of and generally managing the Lands, as the Chargee may deem expedient; and all reasonable costs, charges and expenses including, but not limited to, allowances for the time and services of any employee of the Chargee or other person appointed for the above purposes, and a servicing fee shall be forthwith payable to the Chargee by the Chargor and shall be a charge upon the Lands and shall bear interest at the aforesaid rate until paid.

10.36 **Appointment of a Receiver** – It is declared and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Lands appoint in writing a Receiver of the Lands, or any part thereof, and of the rents and profits thereof and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the Mortgages Act (Ontario), the Construction Lien Act (Ontario), or the Trustee Act (Ontario) as the Chargee may at its sole option require. Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Lands or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee at its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Lands and/or to complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Lands, including without limitation, charges and construction lien claims. Upon the appointment of any such Receiver from time to time the following provisions shall apply:

- (a) A Statutory Declaration made by the Chargee or by any authorized representative of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;
- (b) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the Lands, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;
- (c) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Lands, and may be paid out of the income therefrom or the proceeds of sale thereof;
- (d) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a chargee in possession in respect of the Lands or any part thereof;
- (e) The Receiver shall have the power to rent any portion of the Lands for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Lands or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms whatever acts such Receiver may do on the Lands;
- (f) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor;
- (g) Every such Receiver shall have full power to complete any unfinished construction upon the Lands;
- (h) Such Receiver shall have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Chargor for the purposes of securing the payment of rental from the Lands or any part thereof;
- (i) The Receiver shall have full power to assume control of, manage, operate and carry on the business of the Chargor being conducted at or upon the Lands on the date of this Charge or at any time thereafter;
- (j) The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the Lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges, mortgages and other encumbrances which may be registered against the Lands from time to time, whether or not any of the same are prior to the interest of the Chargee in the Lands; sale of the Lands; borrowing money on the security of the Lands; applying for and executing all documents in any way related to any re-zoning applications,

severance of lands pursuant to the provisions of the Planning Act, as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Lands, including grants of lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Lands as a condominium; completing any application for first registration pursuant to the provisions of the Land Titles Act (Ontario) or pursuant to the Certification of Titles Act (Ontario); and for all and every of the purposes aforesaid it does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Lands, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Lands, as fully and effectually to all intents and purposes as it itself could do if personally present and acting therein.

- (k) Such Receiver shall not be liable to the Chargor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof and out of such cash so received every such Receiver shall pay in the following order: (i) its remuneration; (ii) all payments made or incurred by it in the exercise of its powers hereunder; and (iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Lands in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Lands or any part thereof.

The Chargor hereby irrevocably appoints the Chargee as his attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Lands in the same manner as if such documentation was duly executed by the Chargor himself.

10.37 **Chargee Not to Be Deemed Chargee in Possession** – The Chargor acknowledges and agrees that, in exercising any of the rights given to the Chargee under this Charge, the Chargee shall be deemed not to be a chargee or mortgagee in possession.

10.38 **Enforcement of Additional Security** – In the event that, in addition to the Lands charged hereby, the Chargee holds further security on account of the monies secured hereby, it is agreed that no single or partial exercise of any of the Chargee's powers hereunder or under any of such security, shall preclude other and further exercise of any other right, power or remedy pursuant to any of such security. The Chargee shall at all times have the right to proceed against all, any, or any portion of such security in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Chargee may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining security, provided however, that upon payment of the full indebtedness secured hereunder the rights of the Chargee with respect to any and all such security shall be at an end.

10.39 **Taking of Judgement Not a Merger** – The taking of a judgement or judgements on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and further that the same judgement shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgement shall have been fully paid and satisfied.

10.40 **Bankruptcy and Insolvency Act** – The Chargor hereby acknowledges and agrees that:

- (a) the security held by the Chargee is not all or substantially all of the inventory, accounts receivable or other property of the Chargor acquired for or used in relation to any business carried on by the Chargor;
- (b) notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the Lands as agent on behalf of the Chargor or otherwise or by taking possession of the Lands itself pursuant to any rights that the Chargee may have with respect thereto shall not constitute the Chargee or any such person, a receiver within the meaning of subsection 243(2) of the Bankruptcy and Insolvency Act (Canada), and that any and all requirements of Part XI of the said Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this Charge has been given or with respect to enforcement of this Charge or any other security held by the Chargee; and,
- (c) 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; and 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.

10.41 **Permissible Interest Rate** – It is not the intention of this Charge to violate any provisions of the Interest Act (Canada), the Criminal Code (Canada) or any other statute dealing with permitted rates of interest in the Province of Ontario or in Canada. Notwithstanding any provisions set out herein, in no event shall the “interest” (as that term is defined in the Criminal Code) exceed the “criminal rate” (as defined therein) of interest on the “credit advanced” (as defined therein) lawfully permitted under the said legislation. In the event that it is determined at any time that, by virtue of the Loan Agreement, this Charge or any other document given as security for the herein contemplated loan, the payments of interest required to be made by the Chargor exceed the “criminal rate”, then the Chargor shall only be required to pay interest at the highest rate permitted by law. Nothing herein shall invalidate any requirements for payment pursuant to the Loan Agreement, this Charge or such other security documents, and any excess interest paid to the Chargee shall be refunded to the Chargor and the provisions of this Charge shall in all respects be deemed to be amended accordingly.

10.42 **Non-Merger** – Notwithstanding the registration of this Charge and the advance of funds pursuant hereto, the terms and conditions of the Loan Agreement shall remain binding and effective on the parties hereto, and shall not merge in this Charge nor in any document executed and delivered to the Chargee in connection with the transaction contemplated by the Loan Agreement, and the terms of the Loan Agreement are incorporated herein by reference. In the event of any inconsistencies or ambiguities between the provisions of this Charge and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

10.43 **Notices** – All notices or other communications to be given pursuant to or in connection with this Charge shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or facsimile transmission to the party or parties intended at its or their respective addresses for service as set out in this Charge. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

10.44 **Priority over Vendor's Lien** – The Chargor hereby acknowledges that this Charge is intended to be prior to any vendor's lien, whether in favour of the Chargor or otherwise, and the Chargor covenants that he has done no act to give priority over this Charge to any vendor's lien, nor is he aware of any circumstances that could create a vendor's lien. Further, the Chargor covenants to do all acts and execute or cause to be executed all documents required to give this Charge priority over any vendor's lien and to give effect to the intent of this clause.

10.45 **Consent of Chargee** – Wherever the Chargor is required by this Charge to obtain the consent or approval of the Chargee, it is agreed that, subject to any other specific provision contained in this Charge to the contrary, the Chargee may give or withhold its consent or approval for any reason that it may see fit in its sole and absolute discretion, and the Chargee shall not be liable to the Chargor in damages or otherwise for its failure or refusal to give or withhold such consent or approval, and all costs obtaining such approval shall be for the account of the Chargor.

10.46 **Family Law Act (Ontario)** – The Chargor shall forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Chargor, (b) the qualification of the Lands or any part thereof as a matrimonial home within the meaning of Part II of the Family Law Act (Ontario), (c) the ownership of the equity of redemption in the Lands or any part thereof, and (d) a shareholder of the Chargor obtaining rights to occupy the Lands or any part thereof by virtue of shareholding within the meaning of Section 18(2) of the Family Law Act (Ontario), or any successor provision thereof, as the case may be, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the Lands by virtue of Section 19 of the Family Law Act (Ontario) or any successor provision thereof. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) (c), and (d) above as the Chargee may from time to time request.

10.47 **Independent Legal Advice** – The Chargor and Covenantor(s) acknowledge that they have full knowledge of the purpose and essence of this transaction, and that they have been appropriately and independently legally advised in that regard or have been advised of their right to independent legal advice and have declined same. Such parties agreed to provide to the Chargee a Certificate of Independent Legal Advice as and when same may be required, regarding their knowledge and understanding of this transaction.

10.48 **Discharge** – The Chargee shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of this Charge; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Chargee; and all legal and

other expenses for the preparation and execution of such discharge shall, together with the Chargee's fee for providing same, be borne by the Chargor. The discharge shall be prepared and executed by such persons as are specifically authorized by the Chargee and the Chargee shall not be obligated to execute any discharge other than a discharge which has been so authorized. If this Charge, the Loan Agreement or any other document provides for the giving of partial discharges of this Charge, it is agreed that, notwithstanding any other provision to the contrary, the Chargor shall not be entitled to request or receive any such partial discharge if and for so long as the Chargor is in default under this Charge, the Loan Agreement or such other document.

10.49 **Servicing Fees** – All servicing and administration fees as herein provided are intended to and shall be in an amount sufficient in the sole opinion of the Chargee to compensation the Chargee for its administrative costs and shall not be deemed a penalty. The amount of such servicing and administration fees if not paid shall be added to the principal amount secured hereunder, and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law. Such servicing and administration fees shall include, but shall not be limited to, the following:

- (a) The Chargee's fee (currently \$350.00) for each mortgage statement provided by the Chargee at the request of the Chargor;
- (b) The Chargee's fee (currently \$350.00) for each payment hereunder made by the Chargor which his not honoured by its bank (in addition to all bank charges incurred in connection with the same);
- (c) The Chargee's fee (currently \$400.00) for each demand letter or other communication sent by the Chargee to the Chargor in consequence of any default by the Chargor hereunder (in addition to all legal and other professional costs incurred in connection therewith);
- (d) The Chargee's fee (currently \$300.00) for each draw request or request for advance of funds under this Charge and pursuant to the Loan Agreement;
- (e) The Chargee's fee (currently \$300.00) for each wire or electronic transfer of funds to the Chargor or as it may otherwise direct in writing in connection with each draw request for advance of funds under this Charge and pursuant to the Loan Agreement;
- (f) The sum of \$300.00 for each residential condominium unit (together with any related parking, locker or other units) in respect of which the Chargee gives a partial discharge of this Charge, payable at the time of the Chargee giving such partial discharge together with all reasonable legal costs incurred by the Chargee in such regard.

10.50 **Interpretation** – Provided and it is hereby agreed that, in construing this Charge, everything herein contained shall extend to and bind and may be enforced or applied by the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of each and every of the parties hereto, and where any of the Chargor, the Chargee and any Covenantor is more than one person, their respective covenants shall be deemed to be joint and several, and the provisions of this Charge shall be read and construed with all changes of gender and number as required by the context.

10.51 **Headings** – The headings with respect to the various paragraphs of this Charge are intended to be for identification of the various provisions of this Charge only and the wording of such headings is not intended to have any legal effect.

10.52 **Invalidity** – If any of the covenants or conditions in this Charge inclusive of all schedules forming a part hereof shall be void for any reason it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

10.53 **Counterparts** – This Charge may be executed and/or registered in counterparts, each of which, so executed, and/or registered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, and notwithstanding their date of execution shall be deemed to bear date as of the date above written.

10.54 **Restriction on Further Financing** – The Chargor agrees not to enter into any further financing of the Lands and not to further encumber same in any manner without the prior written approval of the Chargee.

10.55 Intentionally Deleted

10.56 **Loan Syndication** – The Chargor acknowledges that the Chargee will be administering the loan secured by this Charge and holding one or more interests therein as manager and/or trustee on behalf of certain investors, participants, co-lenders or other persons (including, without limitation, any mortgage broker, agent or other party who or which may have assisted in arranging the loan) whose interest may or may not be shown on the loan documents, and the Chargor agrees to pay all reasonable costs incurred by the Chargee in connection therewith.

10.57 **Construction Loan Provisions** – In the event that any of the monies advanced or to be advanced under this Charge are intended to finance any improvement to the Lands, the parties hereto covenant and agree that the following conditions shall apply:

- (a) All construction on the Lands shall be carried out by reputable contractors having experience which is commensurate to nature and size of the project to be constructed.
- (b) The renovations to the building and structures located on the Lands having been commenced shall be continued in a good and workmanlike manner, with all due diligence and in accordance with the plans and specifications delivered to the Chargee and to the satisfaction of all governmental and regulatory authorities having jurisdiction.
- (c) Provided that should construction on the project on the Lands cease for any reason whatsoever (strikes, material shortages and weather conditions beyond the control of the Chargor excepted), for a period of ten (10) consecutive days (Saturdays, Sundays and Statutory holidays excepted), then, at the option of the Chargee, this Charge shall immediately become due and payable. In the event that construction does cease, then the Chargee shall have the right, at its sole option, to assume complete control of the construction of the said project in such manner and on such terms as it deems advisable. The cost of completion of the said project by the Chargee and all expenses incidental thereto shall be added to the principal amount of this Charge, together with a management fee of fifteen percent (15%) of the costs of the construction completed by the Chargee. All costs and expenses, as well as the management fee of fifteen percent (15%) added to the principal amount of this Charge shall bear interest at the rate as herein provided for and shall form part of the principal sum herein and the Chargee shall have the same rights and remedies with respect to collection of same as it would have with respect to collection of principal and interest hereunder or at law.
- (d) At all times there shall be sufficient funds unadvanced under this Charge and retained by the Chargee to complete the construction and/or renovation of the project on the Lands and as may be necessary to retain the Chargee's priority with respect to any deficiency in the holdbacks required by the Chargor under the Construction Lien Act (Ontario).
- (e) This Charge will be advanced in stages as construction upon the Lands proceeds or as the conditions as enumerated by the Loan Agreement are complied with.
- (f) All advances which are made from time to time hereunder shall be based on certificates of a duly qualified architect, engineer, quantity surveyor, cost consultant or other consultant(s) retained for the purpose of reviewing and advising the Chargee with respect to the said project and the progress thereof, whose fees and costs shall be for the account of the Chargor regardless of by whom such person has been retained. All such certificates shall without limitation certify the value of the work completed and the estimated costs of any uncompleted work and such certificates shall further certify that such completed construction and/or renovation to the date of such certificate shall be in accordance with the approved plans and specifications for the said construction and further, in accordance with the building permits issued for such construction and in accordance with all municipal and other governmental requirements of all authorities having jurisdiction pertaining to such construction and that there shall be no outstanding work orders or other requirements pertaining to construction on the Lands. Such certificates with respect to any values shall not include materials on the site which are not incorporated into the building.
- (g) The Chargor shall pay to the Chargee on each occasion when an inspection of the Lands is required to confirm construction costs to date and compliance with conditions for further advances, an inspection fee in such reasonable amount as the Chargee may charge from time to time for each such inspection and the Chargee's solicitors shall be paid their reasonable fees and disbursements for each subsearch and work done prior to each such advance and all such monies shall be deemed to be secured hereunder and the Chargee shall be entitled to all rights and remedies with respect to collection of same in the same manner as it would have with respect to collection of principal and interest hereunder or at law.
- (h) The Chargor covenants and agrees upon completion of the project to be erected on the Lands to deliver as further security for the loan herein secured, a General Security Agreement covering the goods, equipment and chattels to be installed in the same building, said General Security Agreement to be in a form approved by the solicitor for the Chargee.

10.58 **Condominium Provisions** – Provided that if all or any part of the Lands is or becomes a condominium unit pursuant to the provisions of the Condominium Act (Ontario), the following covenants and provisions shall apply in addition to all other covenants and provisions set forth in this Charge:

- (a) For the purposes of all parts of the Lands comprising one or more such condominium units, all references in this Charge to the Lands shall include the Chargor's appurtenant undivided interest in the common elements and other assets of the Condominium Corporation;

- (b) The Chargor shall at all times comply with the Condominium Act (Ontario) and shall forward to the Chargee proof of such compliance as the Chargee may request from time to time including, without limitation, status certificates issued by the Condominium Corporation; and if the Chargor fails to so comply in any respect, the Chargee may do so at its option and all costs and expenses incurred by the Chargee in connection therewith shall be secured by this Charge and payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
- (c) The Chargor shall pay, when due, all monies payable by the Chargor or with respect to the Lands in accordance with the provisions of the Condominium Act (Ontario) and the declaration, by-laws and rules of the Condominium Corporation, including all required contributions to common expenses and any special levies, charges and assessments, and shall provide proof of such payment to the Chargee upon request; and if the Chargor fails to make such payment, the Chargee may do so at its option and all amounts so paid by the Chargee shall be secured by this Charge and shall be payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
- (d) The Chargor hereby irrevocably appoints, authorizes and empowers the Chargee to exercise the rights of the Chargor to vote or to consent as an owner within the meaning of the Condominium Act (Ontario) with respect to all matters relating to the affairs of the Condominium Corporation, or to abstain from doing so, provided that:
 - (i) the Chargee may at any time and from time to time give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise such right to vote or to consent, in which case the Chargor may exercise its right to vote or to consent for so long as such notice remains effective or until such notice is revoked by the Chargee; and any such notice may be for an indeterminate period of time, a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not be under any obligation to vote or to consent or to protect the interests of the Chargor; and
 - (iii) the exercise by the Chargee of its right to vote or to consent or to abstain from doing so shall not constitute the Chargee as a mortgagee or charge in possession and shall not give rise to any liability on the part of the Chargee;
- (e) The Chargor shall forward to the Chargee by delivery or by prepaid registered mail copies of every notice, assessment, claim, demand, by-law, rule, request for consent and other communication relating to all or any part of the Lands or the common elements or affairs of the Condominium Corporation on or before the date which is the earlier of:
 - (i) fourteen (14) days after receipt of the same by the Chargor;
 - (ii) seven (7) days prior to the date set for any meeting of the Condominium Corporation or any committee thereof;
 - (iii) seven (7) days prior to the due date of any claim or demand for payment; and
 - (iv) within twenty-four (24) hours after becoming aware of any information concerning termination of any insurance policy, insurance trust agreement or management agreement relating to the Condominium Corporation or any of its assets;
- (f) The Chargor hereby authorizes and directs the Condominium Corporation to permit the Chargee to inspect the records of the Condominium Corporation at any reasonable time; and
- (g) In addition to and notwithstanding any other provisions of this Charge, the outstanding principal amount and all accrued interest and other charges secured by this Charge shall, at the Chargee's option, become immediately due and payable without notice or demand if any of the following events or circumstances shall occur and be continuing:
 - (i) the government of the Condominium Corporation or the government of the Lands by the Condominium Corporation is terminated;
 - (ii) a vote of the Condominium Corporation authorizes the sale of all or substantially all of its property or assets or all or any part of its common elements or all or any part of the Lands, or any part of the same is expropriated;
 - (iii) the Condominium Corporation fails to comply with any provision of the Condominium Corporation (Ontario) or its declaration or any of its by-laws and rules; and
 - (iv) the Condominium Corporation fails to insure its assets, including the Lands, in accordance with the Condominium Corporation (Ontario) and the declaration and by-laws of the Condominium

Corporation, or any insurer thereof cancels or threatens cancellation of any existing obligation to insure the same.

10.59 **Condominium Registration** – Replacement or Additional Security – The Chargee acknowledges that the Chargor intends to register the Lands as a condominium project and agrees to consent to such registration subject to the following conditions: (i) compliance by the Chargor with all requirements of all applicable laws and all governmental authorities; (ii) delivery to the Chargee of replacement or additional security for the loan secured by this Charge (including new mortgage(s), charge(s), assignment(s) and other security, opinion letters and an amended or replacement title insurance policy) as required by the Chargee in its sole discretion to be registered immediately following registration of the Lands as a condominium project and to constitute evidence of and security for the said loan in place of or in addition to the security delivered at the time of the first advance under this Charge, and the security delivered at the time of the first advance under this Charge will remain in place or may be discharged at the sole option and discretion of the Chargee; (iii) escrow and other arrangements satisfactory to the Chargee and its solicitors are entered into between all relevant parties (including registration of a temporary caution prohibiting any dealings with the Lands without the Chargee's consent) so as to ensure that the replacement or additional security is registered immediately following registration of the Lands as a condominium project, with the net effect that the condominium registration and registration of the replacement or additional security shall be, effectively, simultaneous events and that the condominium registration will not occur unless registration of the replacement or additional security occurs immediately thereafter; (iv) all such replacement or additional security will, after registration thereof, have the same effective priority and effect as the security delivered at the time of the first advance under this Charge; (v) the Chargor shall pay or reimburse the Chargee for all third party costs and expenses incurred by it in connection with the foregoing; and (vi) prior to the Chargee proceeding with any of the foregoing, the Chargor shall pay to the Chargee an amount as determined by the Chargee, acting reasonably, which it estimates to be sufficient to cover all such third party costs and expenses, and any surplus thereof shall be refunded to the Chargor.

10.60 **Additional Provisions**

- (a) Notwithstanding anything to the contrary contained in this Charge, any amount advanced under this Charge made by the Chargee shall be at the Chargee's sole and absolute discretion and the Chargee shall not be obligated at any time or times to make any advance under this Charge to the Chargor.
- (b) In addition to the payment by the Chargor of the principal amount owing from time to time under this Charge plus interest as set forth herein, the Chargor shall also pay to the Chargee, in certified funds or Bank Draft, forthwith after the determination is made by the Chargee in its opinion that the Additional Loan Payment is payable, the amount of the Additional Loan Payment calculated as set forth in Schedule "D" of the Loan Agreement in the same manner as contemplated in Section 4.05 of the Loan Agreement. Notwithstanding the foregoing, the Chargee, at its option, may also deduct from the Distributable Cash Proceeds (as the term is defined in the Loan Agreement), at any time and from time to time, all or any part of the Additional Loan Payment that the Chargee, in its opinion, believes is due and payable.
- (c) The Chargor acknowledges, confirms, covenants and agrees that the Chargee shall be deducting from the first advance under this Charge and any additional advance an amount equal to 12 month's projected interest at the interest rate contemplated herein, at the time of such advance(s) which shall be a contribution of the Chargor to the Interest Reserve (as the term is defined in the Loan Agreement). The Chargor further acknowledges, confirms, covenants and agrees that the Chargee may from time to time and at any time, acting reasonably, deduct from the funds held in trust by the Chargee's Solicitors (as the term is defined in the Loan Agreement) or received from the Chargor, whether from the Distributable Cash Proceeds or otherwise, such amounts that in its opinion is necessary or appropriate to replenish the Interest Reserve. The Chargor covenants and agrees that the amount in the Interest Reserve shall be applied by the Chargee against the obligations of the Chargor to pay interest hereunder, pursuant to the Loan Agreement or on the Loan Installments (as the term is defined in the Loan Agreement) and that once applied or deducted by the Chargee from the Loan Installments, the Distributable Cash Proceeds or otherwise, the Chargor shall have no claim against the funds in the Interest Reserve.

Properties

PIN 48115 - 0168 LT
Description PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 00028 MCMURRAY ST
 BRACEBRIDGE

PIN 48115 - 0429 LT
Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
Address BRACEBRIDGE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
MT111700	2012 05 03	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name 7743718 CANADA INC.
Address for Service Tier 1 Transaction Advisory Services
 Inc.
 250 Consumers Road
 Suite 501
 Toronto, Ontario
 M2J 4V6

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

Transferee(s)**Capacity****Share**

<i>Name</i>	B2B TRUST	as to \$50,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114418 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$57,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114477 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$29,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114586 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$65,000.00 interest

Transferee(s)	Capacity	Share
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114480 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$51,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114421 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$33,500.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114446 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$50,500.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114430 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$80,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114571 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$74,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114398 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$50,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114570 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$71,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114519 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		

Transferee(s)	Capacity	Share
<i>Name</i>	B2B TRUST	as to \$35,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114469 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$56,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114444 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$50,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114486 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$50,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114422 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$58,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114655 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$39,500.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114654 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$59,000.00 interest
<i>Address for Service</i>	B2B TRUST IN TRUST FOR RRSP #W114509 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5	
<i>Name</i>	B2B TRUST	as to \$21,800.00 interest

Transferee(s)	Capacity	Share
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114451 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$29,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114591 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$20,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114511 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$29,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114440 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B TRUST</p>		as to \$17,000.00 interest
<p><i>Address for Service</i> B2B TRUST IN TRUST FOR RRSP #W114412 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> 7743718 CANADA INC.</p>		as to the remaining \$2,360,000.00 interest
<p><i>Address for Service</i> Tier 1 Transaction Advisory Services Inc. 250 Consumers Road Suite 501 Toronto, Ontario M2J 4V6</p>		
<p><i>Name</i> B2B BANK</p>		as to \$24,700 interest
<p><i>Address for Service</i> B2B BANK FOR RRSP #W114482 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B BANK</p>		as to \$15,000 interest
<p><i>Address for Service</i> B2B BANK FOR RRSP #W114491 130 Adelaide Street West Suite 200 Toronto, Ontario M5H 3P5</p>		
<p><i>Name</i> B2B BANK</p>		as to \$25,000 interest

Transferee(s)	Capacity	Share
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Address for Service B2B BANK
FOR RRSP #W115132
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

Statements

The chargee transfers the selected charge for 3,500,000.00

Signed By

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for First 2012 06 22
Mississauga Transferor(s) Signed
L4W 4Y6

Tel 9056297800
Fax 9056294350

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Last 2012 08 14
Mississauga Transferor(s) Signed
L4W 4Y6

Tel 9056297800
Fax 9056294350

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

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for First 2012 06 22
Mississauga Transferee(s) Signed
L4W 4Y6

Tel 9056297800
Fax 9056294350

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Last 2012 08 14
Mississauga Transferee(s) Signed
L4W 4Y6

Tel 9056297800
Fax 9056294350

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

Submitted By

HARRIS + HARRIS LLP 2355 Skymark Ave, Ste 300 2012 08 14
Mississauga
L4W 4Y6

Tel 9056297800
Fax 9056294350

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Transferor Client File Number : 12140

Properties

PIN 48115 - 0168 LT
Description PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 00028 MCMURRAY ST
 BRACEBRIDGE

PIN 48115 - 0429 LT
Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
Address BRACEBRIDGE

Source Instruments

Registration No.	Date	Type of Instrument
MT113813	2012 06 22	Transfer Of Charge
MT111700	2012 05 03	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name 7743718 CANADA INC.
Address for Service Tier 1 Transaction Advisory Services Inc.
 250 Consumers Road
 Suite 501
 Toronto, Ontario
 M2J 4V6

I, Raj Singh, President, have the authority to bind the corporation.

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

Transferee(s)**Capacity****Share**

Name	7743718 CANADA INC.	as to \$2,308,000.00 interest
Address for Service	Tier 1 Transaction Advisory Services Inc. 250 Consumers Road Suite 501 Toronto, Ontario M2J 4V6	
Name	OLYMPIA TRUST COMPANY	as to \$25,000.00 interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP #98070 2200, 125 - 9TH Ave. S.E. Calgary, Alberta T2G 0P6	
Name	OLYMPIA TRUST COMPANY	as to \$27,000.00 interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP #98563 2200, 125 - 9TH Ave. S.E. Calgary, Alberta T2G 0P6	

Statements

The chargee transfers the selected charge for \$2,360,000.00, its remaining interest.

Signed By

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Signed 2012 09 27
Mississauga Transferor(s)
L4W 4Y6

Tel 9056297800

Fax 9056294350

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

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Signed 2012 09 27
Mississauga Transferee(s)
L4W 4Y6

Tel 9056297800

Fax 9056294350

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

Submitted By

HARRIS + HARRIS LLP 2355 Skymark Ave, Ste 300 2012 09 27
Mississauga
L4W 4Y6

Tel 9056297800

Fax 9056294350

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Transferor Client File Number : 12140

Transferee Client File Number : 12140

Properties

PIN 48115 - 0168 LT
Description PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 00028 MCMURRAY ST
 BRACEBRIDGE

PIN 48115 - 0429 LT
Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
Address BRACEBRIDGE

Source Instruments

Registration No.	Date	Type of Instrument
MT113813	2012 06 22	Transfer Of Charge
MT117838	2012 09 27	Transfer Of Charge
MT111700	2012 05 03	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B2B BANK
Address for Service B2B BANK
 IN TRUST FOR RRSP #W115132
 130 Adelaide Street West
 Suite 200
 Toronto, Ontario
 M5H 3P5

I, Elizabeth Andaya, Administration Coordinator, and I, Miriam Garcia, Senior Administration Officer, have the authority to bind the corporation.

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

Transferee(s)**Capacity****Share**

Name	Capacity	Share
7743718 CANADA INC.		as to \$25,000 interest
Address for Service	Tier 1 Transaction Advisory Services Inc. 250 Consumers Road Suite 501 Toronto, Ontario M2J 4V6	

Statements

The chargee transfers the selected charge for \$25,000.00

This document relates to registration no.(s)MT113813, MT117838 and MT111700.

Signed By

Candace Sarah Wells	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferor(s)	First Signed	2013 07 16
Tel 9056297800				
Fax 9056294350				
Candace Sarah Wells	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferor(s)	Last Signed	2013 07 23
Tel 9056297800				

Signed By

Fax 9056294350

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

Candace Sarah Wells	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferee(s)	First Signed	2013 07 16
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Tel 9056297800

Fax 9056294350

Candace Sarah Wells	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferee(s)	Last Signed	2013 07 23
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Tel 9056297800

Fax 9056294350

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

Submitted By

HARRIS + HARRIS LLP	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	2013 07 23
---------------------	---	------------

Tel 9056297800

Fax 9056294350

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

Properties

PIN 48115 - 0168 LT
Description PT LT 26 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 00028 MCMURRAY ST
 BRACEBRIDGE

PIN 48115 - 0429 LT
Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 8 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
Address 28 MCMURRAY STREET
 BRACEBRIDGE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
MT111700	2012 05 03	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B2B TRUST
Address for Service B2B Trust
 IN TRUST FOR RRSP#W114418
 130 Adelaide Street West
 Suite 200
 Toronto, Ontario
 M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
 IN TRUST FOR RRSP#W114477
 130 Adelaide Street West
 Suite 200
 Toronto, Ontario
 M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
 IN TRUST FOR RRSP#W114586
 130 Adelaide Street West
 Suite 200
 Toronto, Ontario
 M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Address for Service B2B Trust
IN TRUST FOR RRSP#W114480
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114421
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114446
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114430
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114571
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114398
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114570
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114519
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114469
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114444
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114486
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114422
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114655
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114654
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114509
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114451
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114591
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114511
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114440
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name B2B TRUST
Address for Service B2B Trust
IN TRUST FOR RRSP#W114412
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

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

Name B2B BANK
Address for Service B2B BANK
IN TRUST FOR RRSP#W114482
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Name B2B BANK
Address for Service B2B BANK
IN TRUST FOR RRSP#W114491
130 Adelaide Street West
Suite 200
Toronto, Ontario
M5H 3P5

I, ELIZABETH ANDAYA, ADMIN. COORDINATOR SELF-DIRECTED MORTGAGES & JANET PAULINO, SR. ADMIN. OFFICER SELF-DIRECTED MORTGAGES, have the authority to bind the corporation.

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

Transferee(s)

Capacity

Share

Name	OLYMPIA TRUST COMPANY	As to a \$56,000.00 Interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 91886 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6	
Name	OLYMPIA TRUST COMPANY	As to a \$50,000.00 Interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 119422 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6	
Name	OLYMPIA TRUST COMPANY	As to a \$50,000.00 Interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118627 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6	
Name	OLYMPIA TRUST COMPANY	As to a \$50,000.00 Interest
Address for Service	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 89181 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6	

Transferee(s)		Capacity	Share
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$58,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 122245 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$39,500.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 119395 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$59,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 119164 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$57,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118229 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$29,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118230 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$65,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118285 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$51,000.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 115197 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$33,500.00 Interest
<i>Address for Service</i>	OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118977 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i>	OLYMPIA TRUST COMPANY		As to a \$20,000.00 Interest

Transferee(s)	Capacity	Share
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 119394 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$50,500.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118979 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$29,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118975 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$80,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118742 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$17,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118820 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$74,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118967 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$50,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118974 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$71,000.00 Interest
<p><i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118981 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6</p>		
<p><i>Name</i> OLYMPIA TRUST COMPANY</p>		As to a \$35,000.00 Interest

Transferee(s)	Capacity	Share
<i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118980 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i> OLYMPIA TRUST COMPANY		As to a \$29,000.00 Interest
<i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 100287 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i> OLYMPIA TRUST COMPANY		As to a \$21,800.00 Interest
<i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 119278 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i> OLYMPIA TRUST COMPANY		As to a \$24,700.00 Interest
<i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 86593 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		
<i>Name</i> OLYMPIA TRUST COMPANY		As to a \$15,000.00 Interest
<i>Address for Service</i> OLYMPIA TRUST COMPANY IN TRUST FOR RRSP - 118827 2200, 125 - 9th Ave. S.E. Calgary, Alberta T2G 0P6		

Statements

The chargee transfers the selected charge for \$1,115,000.00

The chargee transfers all of B2B Trust and B2B Bank's interest to OLYMPIA TRUST COMPANY, more particularly set out in Schedule attached hereto, of the selected charge.

This document relates to registration no.(s)MT111700, MT113813, MT117838, MT128112

Signed By

Maria Da Silva	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferor(s)	First Signed	2014 05 15
Tel 905-629-7800				
Fax 905-629-4350				
Maria Da Silva	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferor(s)	Last Signed	2014 05 28
Tel 905-629-7800				
Fax 905-629-4350				
I have the authority to sign and register the document on behalf of all parties to the document.				
Maria Da Silva	2355 Skymark Ave, Ste 300 Mississauga L4W 4Y6	acting for Transferee(s)	First Signed	2014 05 15
Tel 905-629-7800				
Fax 905-629-4350				

Signed By

Maria Da Silva 2355 Skymark Ave, Ste 300 acting for Last 2014 05 28
Mississauga Transferee(s) Signed
L4W 4Y6

Tel 905-629-7800

Fax 905-629-4350

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

Submitted By

HARRIS + HARRIS LLP 2355 Skymark Ave, Ste 300 2014 05 28
Mississauga
L4W 4Y6

Tel 905-629-7800

Fax 905-629-4350

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Transferor Client File Number : 12140

TAB 15

Jeremy Nemers

From: Amy Lok <AmyLok@harrisandharris.com>
Sent: January-05-17 9:44 AM
To: Randy Hooke
Cc: Ian Aversa; Jeremy Nemers; 'jkrieger@grantthornton.ca'; 'David.Goldband@ca.gt.com'; Gregory Harris; Lisa Ballie; johndavies55@rogers.com
Subject: RE: Agreement to Discharge Mortgage and Assign VTB Mortgage as Security (Our File # 14496)

Randy,

For the purposes of the proposed tender that we may have to effect on the purchaser tomorrow, can your client also provide a copy of the signed discharge of charge that will only be used for the purposes of the tender (and not for registration purposes unless, of course, the terms of the discharge have been met)?

Also, can you or Jeremy confirm whether your client is agreeable to \$3,619,000 as the available proceeds on closing to be distributed to the syndicated mortgage investors? If Grant Thornton is agreeable, we will also need confirm with Olympia Trust that they are fine with that figure.

Thanks,

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com



HARRIS + HARRIS LLP
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From: Amy Lok
Sent: Wednesday, January 04, 2017 7:47 PM
To: 'Randy Hooke' <rhook@airdberlis.com>
Cc: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; 'jkrieger@grantthornton.ca' <jkrieger@grantthornton.ca>; 'David.Goldband@ca.gt.com' <David.Goldband@ca.gt.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com
Subject: RE: Agreement to Discharge Mortgage and Assign VTB Mortgage as Security (Our File # 14496)

Randy,

Based on our telephone call this afternoon and our further review of the agreement and assignment document, attached are our further revisions to same.

As it relates to Section 4, we have left the wording as the "later of" to reflect the agreement of purchase and sale ("APS") as it is currently drafted. Until the terms of the VTB mortgage are amended in the APS, it is probably best to reflect the APS wording.

To that effect, we have amended Section 3 as well as we do not know the particulars of the purchaser's financing. The Trisura Guarantee Insurance Company ("Trisura") mortgage, as it stands until otherwise determined with the purchaser, would have to be in third position.

Furthermore, as I mentioned during the call, there are premiums totaling \$31,200 (invoices attached) relating to the Tarion Warranty Corporation bond that is provided by Trisura that are required by Trisura to be paid from the closing proceeds. Please confirm that those invoices can be paid from the closing proceeds, thereby reducing the net sale proceeds from \$3,650,000 to \$3,619,000.

I also attach the revised VTB mortgage, discharge of charge and transfer of the VTB mortgage to this email for your review.

Lastly, as I mentioned we may be heading into a tender on the purchaser on Friday. With that in mind, we will require an undertaking from your firm to obtain and provide a registered discharge of the charge and deletion of the court order from title. To that end, attached is an undertaking in draft for your review. Please confirm that you will provide a signed copy to us tomorrow.

Thanks,

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com



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From: Silvia Miceli [<mailto:smiceli@airdberlis.com>] **On Behalf Of** Randy Hooke

Sent: Wednesday, January 04, 2017 2:55 PM

To: Amy Lok <AmyLok@harrisandharris.com>

Cc: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; 'jkrieger@grantthornton.ca' <jkrieger@grantthornton.ca>; 'David.Goldband@ca.gt.com' <David.Goldband@ca.gt.com>; Randy Hooke <rhooke@airdberlis.com>

Subject: Agreement to Discharge Mortgage and Assign VTB Mortgage as Security

Amy,

Further to my voicemail message earlier this afternoon, please find attached a clean and blacklined draft of the agreement to discharge mortgage and assign VTB mortgage as security.

Please give me a call to discuss once you have had an opportunity to review the attached draft.

Please note that the attached draft has not yet been reviewed by our client and accordingly is subject to any comments our client may have.

Thanks,

Randy T. Hooke

T 416.865.7784

F 416.863.1515

E rhooke@airdberlis.com

Brookfield Place • 181 Bay Street

Suite 1800 • Box 754

Toronto ON • M5J 2T9 • Canada

www.airdberlis.com

AIRD & BERLIS LLP

Barristers and Solicitors

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Jeremy Nemers

From: Amy Lok <AmyLok@harrisandharris.com>
Sent: January-05-17 11:34 PM
To: Ian Aversa
Cc: Randy Hooke; Jeremy Nemers; Gregory Harris; Lisa Ballie; johndavies55@rogers.com; Steve Graff
Subject: Re: Tier 1 (Our File # 14496)

The purchaser is a recently incorporated numbered company whose sole director is the real estate agent. The registered head office address is the agent's address. There are no officers in the public record.

It was represented to our client that the purchaser is a family group and our client met one of the family members but we have not been able to confirm same.

Amy Lok

Sent from my BlackBerry 10 smartphone on the Bell network.

Original Message
From: Ian Aversa
Sent: Thursday, January 5, 2017 10:48 PM
To: Amy Lok
Cc: Randy Hooke; Jeremy Nemers; Gregory Harris; Lisa Ballie; johndavies55@rogers.com; Steve Graff
Subject: Re: Tier 1 (Our File # 14496)

Your client doesn't know the identity of the purchaser?

On Jan 5, 2017, at 10:13 PM, Amy Lok <AmyLok@harrisandharris.com> wrote:

Ian,

We do not have contact information for the purchaser's counsel. We have attempted on numerous occasions to obtain the purchaser and their counsel's contact information but to no avail. Nor has the purchaser, or their counsel, contacted us. The agreement of purchase and sale is also devoid of the name of the signing officer for the purchaser and any mailing address, telephone number, fax number or email address.

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com

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-----Original Message-----

From: Ian Aversa [mailto:iaversa@airdberlis.com]

Sent: Thursday, January 05, 2017 9:58 PM

To: Amy Lok <AmyLok@harrisandharris.com>

Cc: Randy Hooke <rhooke@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>;

johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>

Subject: Re: Tier 1 (Our File # 14496)

Thanks, Amy.

My colleague Randy will be back to you on your email below tomorrow.

In the interim, I am somewhat confused and surprised by the fact that you have not been in communication with the purchaser or its counsel and do not have contact info for either of them.

When was the last time you or your client were in contact with the purchaser or its counsel?

H&H does not have contact info for the purchaser's counsel?

Your client does not have contact info for the purchaser?

Some clarification would be appreciated.

Thanks.

On Jan 5, 2017, at 8:37 PM, Amy Lok <AmyLok@harrisandharris.com<mailto: AmyLok@harrisandharris.com>> wrote:

Randy,

I understand that your client wants to know what prior mortgage there will be to the VTB mortgage and the terms of that mortgage but please appreciate that in this scenario, we have a transaction where we are dealing with a purchaser that hasn't come to the table at all and we have not had any communication with the purchaser, or their counsel, and have not even been provided with the contact information for either of them.

Having said that, the intention was always that the VTB mortgage would be subject to a prior mortgage on whatever loan terms the purchaser decided to accept so if your client's new security for the amount that will remain outstanding post-closing is the VTB mortgage then theoretically your client would have to accept whatever those prior loan terms may be.

Please be advised that if your client cannot agree to the proposed repayment terms, to the extent that they are determined as between our client and yours, we won't be able to effect a proper tender on the purchaser and our client is at risk of losing the \$500,000 deposit which would go a long way in reducing what is owed to our client's creditors and which would certainly improve your client's position by reducing the amount to be paid to the first mortgagee. For that reason, in our view, it is critical that your client be made to understand that their assistance in providing us with the documents that we need to complete a proper tender may affect whether the tender is successful or not.

Thanks,

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com<mailto:amylok@harrisandharris.com>
Web www.harrisandharris.com<http://www.harrisandharris.com/>
<image004.png>

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From: Randy Hooke [mailto:rhooke@airdberlis.com]
Sent: Thursday, January 05, 2017 3:11 PM
To: Amy Lok <AmyLok@harrisandharris.com<mailto: AmyLok@harrisandharris.com>>
Cc: Ian Aversa <iaversa@airdberlis.com<mailto:iaversa@airdberlis.com>>; Jeremy Nemers
<jnemers@airdberlis.com<mailto:jnemers@airdberlis.com>>
Subject: RE: Tier 1 (Our File # 14496)

Thanks Amy

We can provide a signed undertaking once the proceeds amount is finalized and the priority of the VTB and the details of the prior encumbrances are confirmed. Before we can give the undertaking, our client will need to know the details of the mortgages ranking ahead of the VTB and we will need to obtain our client's confirmation that it is satisfied with those encumbrances. Please let us know once those details are known. As you can appreciate, before our client will agree to discharge and take an assignment of the VTB to secure the balance, it needs to be in a position to make an informed decision about the rank of its security.

Your suggestion to revise the second statement and attach the agreement as a schedule is fine.

Thanks Randy

<image007.png>

Randy T. Hooke
T 416.865.7784
F 416.863.1515
E rhooke@airdberlis.com<mailto:rhooke@airdberlis.com>

Brookfield Place * 181 Bay Street
Suite 1800 * Box 754
Toronto ON * M5J 2T9 * Canada
www.airdberlis.com<http://www.airdberlis.com/>

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<image013.jpg>Please consider the environment before printing this email.

From: Amy Lok [mailto:AmyLok@harrisandharris.com]
Sent: January-05-17 2:40 PM
To: Randy Hooke <rhook@airdberlis.com<mailto:rhook@airdberlis.com>>
Cc: Ian Aversa <iaversa@airdberlis.com<mailto:iaversa@airdberlis.com>>; Jeremy Nemers <jnemers@airdberlis.com<mailto:jnemers@airdberlis.com>>; Gregory Harris <GregHarris@harrisandharris.com<mailto:GregHarris@harrisandharris.com>>; Lisa Ballie <LisaBallie@harrisandharris.com<mailto:LisaBallie@harrisandharris.com>>; johndavies55@rogers.com<mailto:johndavies55@rogers.com>
Subject: RE: Tier 1 (Our File # 14496)

Randy,

The undertaking should work. Can you provide a signed copy?

We can delete the first statement in the transfer of charge and change the second statement to indicate that the retransfer is in accordance with the agreement/assignment which will be attached as a schedule to the transfer of charge. Please confirm and then we can revise the document.

Trisura has not been asked to postpone their mortgage as of yet as it is uncertain as to what position their mortgage would be in. Obviously this is something that would have to be agreed upon by the purchaser before the agreement can be finalized. Same goes for the date in Section 4 of agreement/assignment.

Prior to receiving your email I spoke to Jeremy Nemers and David Goldband (whom Jeremy conferenced into the call) to review the net sale proceeds. Based on our calculations as per the attached statement of adjustments, we would receive \$5,499,782.69 from the purchaser. An additional \$200,000 will be provided by the real estate agent (after deduction of the commissions of \$300,000 from the deposit). From that, \$2,045,515.54 is payable to Computershare Trust Company. Trisura is owed \$31,200.00. The balance is \$3,623,067.15. Jeremy, please confirm that we can use \$3,623,067.15 as the available proceeds to be disbursed and we will revise the agreement/assignment accordingly.

Thanks,

Amy C. Lok
Harris + Harris LLP

Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email

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From: Silvia Miceli [mailto:smiceli@airdberlis.com] On Behalf Of Randy Hooke
Sent: Thursday, January 05, 2017 12:45 PM
To: Amy Lok <AmyLok@harrisandharris.com<<mailto:AmyLok@harrisandharris.com>>>
Cc: Ian Aversa <iaversa@airdberlis.com<<mailto:iaversa@airdberlis.com>>>; Jeremy Nemers <jnemers@airdberlis.com<<mailto:jnemers@airdberlis.com>>>; Randy Hooke <rhooker@airdberlis.com<<mailto:rhooker@airdberlis.com>>>
Subject: Tier 1

Amy,

Please find attached a revised draft of the undertaking. The changes reflect the pre-conditions to the granting of the discharge by Grant Thornton and removal of the court order.

We also attach comments on the Transfer of Charge. As indicated previously, the Transfer of Charge needs to be an absolute assignment of the VTB. Your client can rely on the terms of the Agreement to Discharge Mortgage and Assign VTB Mortgage as Security for the terms of the reassignment. Kindly provide a revised draft of the Transfer of Charge for our review.

Could you also provide a copy of the Trisura postponement or your firm's undertaking to obtain and register a postponement of this mortgage to the VTB following closing.

With respect to the Agreement to Discharge Mortgage and Assign VTB Mortgage as Security, we have revised the maturity date back to the "earlier" of the two dates. As the Purchaser shall not be privy to this document, we prefer that an outside date remain in the document between our respective clients.

Finally, we are also seeking our client's instructions regarding the reduction of the sale proceeds to \$3,619,000.00. We shall advise you further in this regard. A draft of the document removing the court order from title shall follow shortly under separate cover.

Thanks,

<image007.png>

Randy T. Hooke

T 416.865.7784
F 416.863.1515
E rhooker@airdberlis.com<<mailto:rhooker@airdberlis.com>>

Brookfield Place * 181 Bay Street
Suite 1800 * Box 754
Toronto ON * M5J 2T9 * Canada
www.airdberlis.com<<http://www.airdberlis.com/>>

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TAB 16

Jeremy Nemers

From: Ian Aversa
Sent: January-13-17 5:13 PM
To: 'Amy Lok'; Jeremy Nemers
Cc: Randy Hooke; Gregory Harris; Lisa Ballie; 'johndavies55@rogers.com'; Steve Graff; Goldband, David (David.Goldband@ca.gt.com) (David.Goldband@ca.gt.com); Jonathan Krieger (jkrieger@grantthornton.ca) (jkrieger@grantthornton.ca)
Subject: RE: Tier 1 (Our File # 14496)

Amy;

Thanks for the confirmation.

We trust that the deposit will remain in the agent's trust account until: (i) all parties - including us - mutually agree to the release of the deposit; or (ii) order of the court.

Thanks.

Ian Aversa

T 416.865.3082
F 416.863.1515
E iaversa@airdberlis.com

Brookfield Place • 181 Bay Street
Suite 1800 • Box 754
Toronto ON • M5J 2T9 • Canada
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-----Original Message-----

From: Amy Lok [<mailto:AmyLok@harrisandharris.com>]

Sent: January-13-17 4:06 PM

To: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>

Cc: Randy Hooke <rhooker@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; 'johndavies55@rogers.com' <johndavies55@rogers.com>; Steve Graff <sgraff@airdberlis.com>; Goldband, David (David.Goldband@ca.gt.com) (David.Goldband@ca.gt.com) <David.Goldband@ca.gt.com>; Jonathan Krieger (jkrieger@grantthornton.ca) (jkrieger@grantthornton.ca) <jkrieger@grantthornton.ca>

Subject: RE: Tier 1 (Our File # 14496)

Ian,

Our client has confirmed that the agent continues to hold the deposit. We are still waiting to hear what will be done with it.

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com

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-----Original Message-----

From: Ian Aversa [mailto:iaversa@airdberlis.com]

Sent: Friday, January 13, 2017 2:29 PM

To: Amy Lok <AmyLok@harrisandharris.com>; Jeremy Nemers <jnemers@airdberlis.com>

Cc: Randy Hooke <rhooker@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; 'johndavies55@rogers.com' <johndavies55@rogers.com>; Steve Graff <sgraff@airdberlis.com>; Goldband, David (David.Goldband@ca.gt.com) (David.Goldband@ca.gt.com) <David.Goldband@ca.gt.com>; Jonathan Krieger (jkrieger@grantthornton.ca) (jkrieger@grantthornton.ca) <jkrieger@grantthornton.ca>

Subject: RE: Tier 1 (Our File # 14496)

Thanks, Amy.

We look forward to update/confirmation ASAP.

Thanks.

Ian Aversa

T 416.865.3082
F 416.863.1515
E iaversa@airdberlis.com

Brookfield Place * 181 Bay Street
Suite 1800 * Box 754
Toronto ON * M5J 2T9 * Canada
www.airdberlis.com

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-----Original Message-----

From: Amy Lok [<mailto:AmyLok@harrisandharris.com>]
Sent: January-13-17 10:07 AM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: Randy Hooke <rhooker@airdberlis.com>; Ian Aversa <iaversa@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; 'johndavies55@rogers.com' <johndavies55@rogers.com>; Steve Graff <sgraff@airdberlis.com>; Goldband, David (David.Goldband@ca.gt.com) (David.Goldband@ca.gt.com) <David.Goldband@ca.gt.com>; Jonathan Krieger (jkrieger@grantthornton.ca) (jkrieger@grantthornton.ca) <jkrieger@grantthornton.ca>
Subject: RE: Tier 1 (Our File # 14496)

Hi Jeremy,

Our client has been communicating with the real estate agent as it relates to the deposit and we are awaiting an update from our client on same. My understanding is that the agent is still holding the deposit but we will have our client confirm same with the agent also.

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com

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-----Original Message-----

From: Jeremy Nemers [mailto:jnemers@airdberlis.com]
Sent: Thursday, January 12, 2017 5:39 PM
To: Amy Lok <AmyLok@harrisandharris.com>
Cc: Randy Hooke <rhooker@airdberlis.com>; Ian Aversa <iaversa@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; 'johndavies55@rogers.com' <johndavies55@rogers.com>; Steve Graff <sgraff@airdberlis.com>; Goldband, David (David.Goldband@ca.gt.com) (David.Goldband@ca.gt.com) <David.Goldband@ca.gt.com>; Jonathan Krieger (jkrieger@grantthornton.ca) (jkrieger@grantthornton.ca) <jkrieger@grantthornton.ca>
Subject: RE: Tier 1 (Our File # 14496)

Hi Amy,

Just following-up regarding the below. Are you able to provide an update as to status? Without limiting the generality of the foregoing, are you able to advise as to the status of the deposit and where it is being held?

Thanks,

Jeremy

-----Original Message-----

From: Jeremy Nemers
Sent: January-09-17 11:05 AM
To: 'Amy Lok' <AmyLok@harrisandharris.com>
Cc: Randy Hooke <rhooker@airdberlis.com>; Ian Aversa <iaversa@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>
Subject: RE: Tier 1 (Our File # 14496)

Thank you. Please continue to keep us posted.

-----Original Message-----

From: Amy Lok [mailto:AmyLok@harrisandharris.com]
Sent: January-09-17 10:02 AM
To: Jeremy Nemers <jnemers@airdberlis.com>
Cc: Randy Hooke <rhooker@airdberlis.com>; Ian Aversa <iaversa@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>
Subject: RE: Tier 1 (Our File # 14496)

Jeremy,

We were not able to obtain the approval of the discharge of the mortgage and the assignment of the VTB mortgage from Olympia Trust Company.

Amy C. Lok
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300

Mississauga, Ontario
L4W 4Y6
Phone 905.629.7800 x 255
Direct 905.212.4652
Fax 905.629.4350
Cell 416.460.3850
Email amylok@harrisandharris.com
Web www.harrisandharris.com

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-----Original Message-----

From: Jeremy Nemers [mailto:jnemers@airdberlis.com]
Sent: Saturday, January 07, 2017 11:44 AM
To: Amy Lok <AmyLok@harrisandharris.com>
Cc: Randy Hooke <rhooker@airdberlis.com>; Ian Aversa <iaversa@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>
Subject: Re: Tier 1 (Our File # 14496)

Hi Amy,

Can you please advise what you were missing that precluded you from tendering?

Thanks,

Jeremy

Sent from my iPhone

> On Jan 6, 2017, at 6:13 PM, Amy Lok <AmyLok@harrisandharris.com> wrote:

>

> We were not able to get everything we needed to effect a tender. Our client took the position that through the purchaser's conduct and behaviour (i.e. lack of communication and cooperation) that the purchaser was unable to complete the transaction and as such, no tender was needed.

>

> Amy

>

>

> -----Original Message-----

> From: Randy Hooke [mailto:rhooker@airdberlis.com]

> Sent: Friday, January 06, 2017 5:25 PM

> To: Amy Lok <AmyLok@harrisandharris.com>

> Cc: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>

> Subject: RE: Tier 1 (Our File # 14496)

>

> Thanks Amy

>

> Please keep us posted as to any new developments in this regard and in particular, if your client is eventually in a position to proceed with the transaction with the purchaser.

>

> Could you also let us know why you were not able to tender on the purchaser and/or the position that your client took vis-a vis the purchaser.

>

> Thanks Randy

>

> -----Original Message-----

> From: Amy Lok [mailto:AmyLok@harrisandharris.com]

> Sent: January-06-17 4:54 PM

> To: Randy Hooke <rhook@airdberlis.com>

> Cc: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com

> Subject: RE: Tier 1 (Our File # 14496)

>

> Thanks Randy.

>

> Please be advised that the transaction is not closing today and we will not be able to tender on the purchaser. We are in the process of requesting that the real estate agent deliver the deposit to our firm to be continued to be held in trust pending a determination of how the deposit is to be dealt with in accordance with the agreement of purchase and sale.

>

> Amy C. Lok

> Harris + Harris LLP

> Barristers and Solicitors

> 2355 Skymark Avenue, Suite 300

> Mississauga, Ontario

> L4W 4Y6

> Phone 905.629.7800 x 255

> Direct 905.212.4652

> Fax 905.629.4350

> Cell 416.460.3850

> Email amylok@harrisandharris.com

> Web www.harrisandharris.com

>

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>

>

> -----Original Message-----

> From: Silvia Miceli [mailto:smiceli@airdberlis.com] On Behalf Of Randy Hooke

> Sent: Friday, January 06, 2017 2:09 PM

> To: Amy Lok <AmyLok@harrisandharris.com>

> Cc: Ian Aversa <iaversa@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Randy Hooke <rhook@airdberlis.com>

> Subject: FW: Tier 1 (Our File # 14496)

>

> Amy,

>

> Please find attached copies of the following documents executed by Grant Thornton Limited in its capacity as court appointed trustee of 7743718 Canada Inc.:

>

> 1. Agreement to Discharge Mortgage and Assign VTB Mortgage as Security;

>

> 2. Acknowledgement and Direction re Deletion of Court Order from title;

>
> 3. Acknowledgement and Direction re Discharge of Charge (No. MT111700).
>
> We also attach our firm's undertaking to register the discharge and application to delete court order.
>
> As discussed, these documents are provided to you strictly in escrow and are not to be released until such time as we have authorized this release following our receipt of the deliveries set out in subparagraphs (a), (b) and (c) of our undertaking attached. We hereby authorize their use for the purpose of effecting tendering on the purchaser of the subject property if same is required.
>
> Thanks,
>
>
> Randy T. Hooke
>
>
> T 416.865.7784
> F 416.863.1515
> E rhook@airdberlis.com
>
> Brookfield Place * 181 Bay Street
> Suite 1800 * Box 754
> Toronto ON * M5J 2T9 * Canada
> www.airdberlis.com
>
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>
> Please consider the environment before printing this email.
>
>
>
> -----Original Message-----
> From: Ian Aversa
> Sent: January-06-17 1:04 PM
> To: Amy Lok <AmyLok@harrisandharris.com>
> Cc: Randy Hooke <rhook@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>; 'Jonathan. Krieger@ca. gt. com' <Jonathan.Krieger@ca.gt.com>; David Goldband <David.Goldband@ca.gt.com>
> Subject: RE: Tier 1 (Our File # 14496)
>
> Amy;
>

> I'm quite concerned about your lack of response. What's the delay? As you mentioned to me this morning, and as I'm sure you can appreciate, we have very little time left to make a determination.

>

> We await your reply.

>

> Thanks.

>

>

>

> -----Original Message-----

> From: Ian Aversa

> Sent: January-06-17 11:27 AM

> To: Amy Lok <AmyLok@harrisandharris.com>

> Cc: Randy Hooke <rhooke@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>; 'Jonathan. Krieger@ca. gt. com' <Jonathan.Krieger@ca.gt.com>; David Goldband <David.Goldband@ca.gt.com>

> Subject: RE: Tier 1 (Our File # 14496)

>

> Amy - Are we going to hear from you?

>

>

> -----Original Message-----

> From: Ian Aversa

> Sent: January-06-17 10:34 AM

> To: Amy Lok <AmyLok@harrisandharris.com>

> Cc: Randy Hooke <rhooke@airdberlis.com>; Jeremy Nemers <jnemers@airdberlis.com>; Gregory Harris <GregHarris@harrisandharris.com>; Lisa Ballie <LisaBallie@harrisandharris.com>; johndavies55@rogers.com; Steve Graff <sgraff@airdberlis.com>; 'Jonathan. Krieger@ca. gt. com' <Jonathan.Krieger@ca.gt.com>; David Goldband <David.Goldband@ca.gt.com>

> Subject: Re: Tier 1 (Our File # 14496)

>

> Amy;

>

> We have been working diligently with you and continue to do so but our questions are straight forward and require an immediate response.

>

> Are you still receiving timely instructions from Mr. Davies?

>

> Who did your client meet with?

>

> When did the meeting occur?

>

> Who is the real estate agent?

>

> When is the last time you communicated with the real estate agent?

>

> Please advise.

>

> In the interim, we continue to work with our client on the remaining documents.

>

> Thanks.

>

>

> On Jan 6, 2017, at 10:27 AM, Amy Lok <AmyLok@harrisandharris.com> wrote:

>
> Sorry, Amy. I don't follow. I see your client on this email chain. Are you still receiving timely instructions from Mr. Davies?

>
> We would also like answers to the following questions:

>
> Who did your client meet with?

>
> When did the meeting occur?

>
> Who is the real estate agent?

>
> When is the last time you communicated with the real estate agent?

>
>
> --

>
>
>

> --
>

--

--

--

TAB 17

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
T2G 0P6

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

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

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

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
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118979
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118975
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118742
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118820
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118967
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118974
2200 - 125 - 9th Ave S.E.
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 18



January 17, 2017

McMurray Investors

Grant Thornton Limited
11 Floor, 200 King Street West
Box 11
Toronto, ON
M5H 3T4
T (416) 366-0100
F (416) 360-4949
www.GrantThornton.ca

Re: 28 McMurray Street West, Bracebridge, Ontario (the "McMurray Property")

As you know, Grant Thornton Limited was appointed as trustee (in such capacity, "**Trustee**") over 7743718 Canada Inc. ("**McMurray Trustee Corp**") and certain other entities pursuant to the Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on October 27, 2016 (the "**Appointment Order**").

Since its appointment, the Trustee has filed three reports to the Court (the "**Reports**"), which provide general updates on these proceedings. The Trustee has also prepared a frequently asked questions document (the "**FAQ**") in response to questions received from investors. The Reports, the FAQ and the Appointment Order are all available on the Trustee's website at www.grantthornton.ca/tier1 (the "**Trustee's Website**").

The purpose of this letter is to provide an update to the syndicated mortgage investors of the McMurray Property (the "**McMurray Investors**"). The Trustee's mandate with respect to the McMurray Property is to protect the interests of the McMurray Investors.

As you may know, McMurray Trustee Corp (together with Olympia Trust Company) holds a syndicated mortgage of \$3.5 million over the McMurray Property in trust for the McMurray Investors ("**Tier 1 McMurray Mortgage**"). The Tier 1 McMurray Mortgage matured on April 30, 2016 but was not repaid at that time, and interest payments on the Tier 1 McMurray Mortgage also stopped on or around that date.

The Tier 1 McMurray Mortgage is registered on title behind a mortgage in favour of Computershare Trust Company of Canada ("**Computershare**") in the principal amount of \$2 million (the "**Computershare Mortgage**").¹ Computershare has advised that the Computershare Mortgage has also matured and is not in good standing.

The borrower/developer of the McMurray Property is Textbook (McMurray St.) Inc. (the "**McMurray Developer**"), a corporation controlled by John Davies which is a separate and distinct entity from McMurray Trustee Corp.

Shortly after its appointment, the Trustee requested from the McMurray Developer information about the McMurray Property, including: (i) a detailed accounting of the use of

¹ The Tier 1 McMurray Mortgage is also registered on title behind a \$5 million charge in favour of Trisura Guarantee Insurance Company, which the Trustee understands is meant to protect deposits provided by certain purchasers of units that would be built on the McMurray Property.

funds raised from the McMurray Investors as well as funds raised from third parties, if any; and (ii) financial statements for the McMurray Developer, both of which remain outstanding as at the date of this letter. Details of the information requested by the Trustee from Mr. Davies and the McMurray Developer are included in the Reports.

On December 7, 2016, several development companies for which Mr. Davies is a principal filed court materials seeking creditor protection under the *Companies' Creditors Arrangement Act* (the "**CCAA Application**"). The McMurray Developer was not amongst the entities in the CCAA Application seeking creditor protection, and the CCAA Application was dismissed by the Honourable Justice Penny on December 15, 2016. The application record filed in support of the CCAA Application and His Honour's endorsement dismissing the CCAA Application are both available on the Trustee's Website.

The application record filed in support of the CCAA Application includes an affidavit from Mr. Davies sworn December 6, 2016, in which, at paragraphs 134 to 141, he advises that the McMurray Developer had entered into a sale agreement for the McMurray Property to close on January 6, 2017, the \$6.0 million cash component of which would be sufficient to repay both the Computershare Mortgage and the Tier 1 McMurray Mortgage with all interest arrears (the "**McMurray Sale**"). The McMurray Sale also included a \$2.0 million vendor take-back mortgage to be taken by the McMurray Developer.

Notwithstanding what was sworn in Mr. Davies' affidavit, the Trustee learned from the McMurray Developer's counsel that the anticipated cash proceeds from the McMurray Sale would be insufficient to repay the entirety of the Tier 1 McMurray Mortgage, and that the Trustee and Olympia Trust Company would be assigned an interest in the \$2.0 million vendor take-back mortgage until the entirety of the Tier 1 McMurray Mortgage were repaid.

On January 4, 2017, shortly before the anticipated closing of the McMurray Sale, the McMurray Developer's counsel confirmed that the outstanding balance of the Tier 1 McMurray Mortgage was \$4,390,738.03, of which \$3,619,000 was to be paid in cash on closing, with the balance to be satisfied through the assignment of the interest in the vendor take-back mortgage. The Trustee and its counsel worked diligently with the McMurray Developer's counsel to ensure that all documents and information required from the Trustee for the McMurray Sale to close were provided, and these documents and information were provided to the McMurray Developer's counsel.

On January 5, 2017, the McMurray Developer's counsel advised the Trustee that it was unsure whether the McMurray Sale would close as the McMurray Developer had not had any communications with (nor received any contact information from) the purchaser or its counsel. The Trustee made immediate enquiries with the McMurray Developer's counsel to understand the nature of its previous interactions with the purchaser, including how it was possible that the McMurray Developer negotiated and entered into a sale agreement with the purchaser, yet did not have contact information for the purchaser. A meaningful response has not yet been provided as of the date of this letter.

On January 6, 2017, the McMurray Developer's counsel advised the Trustee that the McMurray Sale did not close because of the purchaser's purported conduct and behaviour (which the McMurray Developer's counsel described as being a lack of communication and cooperation). The McMurray Developer's counsel also advised that the real estate agent continues to hold the deposit made by the purchaser, which the Trustee has insisted remain in the real estate agent's trust account until: (i) all parties, including the Trustee, agree to the release of the deposit; or (ii) Order of the Court. The Trustee has also asked to be kept apprised of the status of the

McMurray Sale, should the McMurray Developer or its counsel re-establish contact with the purchaser.

On January 9, 2017, Computershare issued a notice of sale in respect of the McMurray Property (the “**Computershare Notice of Sale**”). The Computershare Notice of Sale requires the McMurray Developer (or any of the other registrants on title) to pay \$1,998,923.75 in satisfaction of the Computershare Mortgage by February 15, 2017, failing which sale proceedings will be commenced in respect of the McMurray Property.

The Trustee, in consultation with its counsel, is in the process of discussing alternatives to prevent Computershare from taking possession of the McMurray Property. However, absent one or more McMurray Investors being able to raise approximately \$2 million by February 15, 2017, the Trustee does not have access to a pool of funds to take-out the Computershare Mortgage. The McMurray Property was purchased for \$650,000 in January 2010, since which time Mr. Davies advises that the former high school occupying the site was demolished (save for a portion that was renovated into a sales centre) and the lands cleared and made ready for construction. Given the difference between the 2010 purchase price (\$650,000) and the 2017 sale price for the transaction that has not closed (\$8 million), it is unclear what amount, if any, would remain to satisfy the Tier 1 McMurray Mortgage after the prior encumbrances on title are satisfied in the event the McMurray Property were sold after February 15, 2017.

The Trustee will provide a further update to the McMurray Investors as matters evolve, and will call a meeting of the McMurray Investors should circumstances warrant.

Should you have any questions, please do not hesitate to communicate with the Trustee at tier1@grantthornton.ca.

Yours truly,

GRANT THORNTON LIMITED,
solely in its capacity as Trustee of McMurray Trustee Corp

cc: John Davies
WeirFoulds LLP, counsel to the McMurray Developer for the CCAA Application
Harris + Harris LLP, counsel to the McMurray Developer for the non-completed sale
Olympia Trust Company
Aird & Berlis LLP, counsel to the Trustee

TAB 19

Jeremy Nemers

Subject: FW: Computershare v McMurray Street Investments Ltd. (14383)
Attachments: letter_001.pdf; Statement of Claim served on August 8, 2016.pdf; Notice of Sale Under Mortgage.January 9, 2017.pdf; Notice of Sale Under Mortgage.October 7, 2016.pdf

From: Peter Matukas [<mailto:PeterMatukas@harrisandharris.com>]
Sent: Tuesday, February 28, 2017 1:28 PM
To: Goldband, David <David.Goldband@ca.gt.com>
Cc: Amy Lok <AmyLok@harrisandharris.com>; Gregory Harris <GregHarris@harrisandharris.com>; Heather Miller <HeatherMiller@harrisandharris.com>
Subject: Computershare v McMurray Street Investments Ltd. (14383)

David,

Please see attached correspondence related to a claim brought by Computershare upon the McMurray Property. The Claim was initiated in August, 2016, however, as the property was to be sold, said proceeding was held off upon. However, as the property sale in early January 2017 did not proceed, it now appears that this has come back to life. Accordingly, please find attached the related materials.

Thank you,
Peter

Peter V. Matukas
Harris + Harris LLP
Barristers and Solicitors
2355 Skymark Avenue, Suite 300
Mississauga, Ontario L4W 4Y6
Tel No. 905.629.7800
Fax No. 905.629.4350
Email: petermatukas@harrisandharris.com
www.harrisandharris.com



HARRIS + HARRIS LLP
BARRISTERS AND SOLICITORS

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From: Donna Fox [<mailto:dfox@vinerkennedy.com>]
Sent: February-23-17 2:48 PM
To: Peter Matukas; Amy Lok
Cc: Heather Miller; Garth Allan
Subject: Computershare v McMurray Street Investments Ltd.

Please see letter attached.

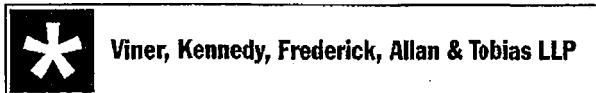
Donna Fox
Law Clerk for Garth B. Allan
Viner Kennedy Frederick Allan & Tobias LLP
Barristers and Solicitors
366 King Street East, Suite 300
Kingston, Ontario
K7K 6Y3
Tel: (613) 542-7867 ext. 233
Fax: (613) 542-1279
Email: dfox@vinerkennedy.com
www.vinerkennedy.com

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From: VINER,KENNEDY,FREDERICK, [<mailto:copier1@vinerkennedy.com>]
Sent: February-23-17 2:49 PM
To: Donna Fox <dfox@vinerkennedy.com>
Subject: Attached Image

[Spam](#)
[Not spam](#)
[Forget previous vote](#)
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Viner, Kennedy, Frederick, Allan & Tobias LLP

**Barristers
& Solicitors**

The Royal Block
Suite 300
366 King St. East
Kingston, ON K7K 6Y3

Phone 613.542.7867
Fax 613.542.1279
www.vinerkennedy.com

Direct Line: 613-542-3124
Email: gallan@vinerkennedy.com

February 23, 2017

Via Facsimile

Harris & Harris
Barristers and Solicitors
2355 Skymark Avenue
Suite 300
Mississauga, Ontario
L4W 4Y6

Attention: Peter Matukas and Amy Lok

Dear Sir and Madam:

Re: Computershare Trust Company of Canada v McMurray Street Investments Ltd.
28 McMurray Street, Bracebridge
Your File No. 14496

The Notice of Sale under Mortgage expired on February 15, 2017.

Our client has instructed us to proceed with the mortgage action. If we do not receive a Statement of Defence by Friday, March 10, 2017, we will proceed to obtain default judgment against your client.

Yours truly,

VINER KENNEDY FREDERICK
ALLAN & TOBIAS LLP


PER: GARTH B. ALLAN

/df

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

COMPUTERSHARE TRUST COMPANY OF CANADA

Plaintiff

and

MCMURRAY STREET INVESTMENTS INC.

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT

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

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

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

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

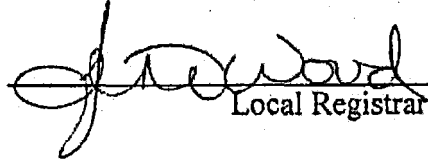
IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

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

Date

August 4 2016

Issued by


Local Registrar

Address of
court office:

5 Court Street
Kingston ON K7L 2N4

TO:

McMurray Street Investments Inc.
c/o Harris & Harris
2355 Skymark Avenue, Suite 300
Mississauga ON L4W 4Y6

CLAIM

1. The Plaintiff claims:
 - (a) Possession of the mortgaged property;
 - (b) the sum of TWO MILLION EIGHTY THREE THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND EIGHTY TWO CENTS (\$2,083,650.82);
 - (c) prejudgment interest from August 4, 2016, to the date of payment or Judgment at the rate of 12.0% per year pursuant to the contract between the parties;
 - (d) postjudgment interest at the rate of 12.0% per year pursuant to the contract between the parties;
 - (e) the costs of this proceeding, plus all applicable taxes; and
 - (f) Such further and other Relief as to this Honourable Court may seem just.

2. The Plaintiff's claim is on a mortgage dated the 16th day of January, 2014, made between Computershare Trust Company of Canada, as Mortgagee, and McMurray Street Investments Inc., as Mortgagor, registered in the Land Titles Office for the Land Titles Division of Muskoka the 16th day of January, 2014, as instrument number MT135137, under which the Defendant mortgaged the property described below for a term of two years securing the sum of \$2,000,000.00 and interest on that sum at the rate of 12.0% per year. A copy of registered Charge is attached as Schedule "A".

3. The Mortgage provides that on default of payment of any sum required to be paid under the mortgage, the principal becomes due and payable and the Plaintiff is entitled to possession and sale of the mortgaged property.

4. Default in payment of principal and interest occurred on May 17, 2016, and continues.

5. There is now due:

(a) For principal outstanding	\$1,988,479.28
(b) For accrued and unpaid interest to August 4, 2016.....	70,535.73
(c) For outstanding tax arrears (2015 and 2016)	24,635.81
Balance due	\$2,083,650.82

6. The Defendants are liable to pay these sums and subsequent interest from August 4, 2016, to the date of payment or Judgment.

7. The following is a description of the mortgaged property:

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

August __, 2016

**VINER, KENNEDY, FREDERICK,
ALLAN & TOBIAS LLP**
366 King Street East, Suite 300
Kingston, ON K7K 6Y3

Garth B. Allan
LSUC# 26440Q
gallan@vinkennedy.com
Tel: 613-542-3124
Fax: 613-542-1279

Lawyers for the Plaintiff

RCP-E 14A (June 9, 2014)

Schedule H

LRO # 35 Charge/Mortgage
The applicant(s) hereby applies to the Land Registrar.

Registered as MT135137 on 2014 01 16 at 13:44
yyyy mm dd Page 1 of 13

Properties

PIN 48115 - 0429 LT Interest/Estate Fee Simple
 Description PT THE GROVE, PL 8 BRACEBRIDGE; PT LTS 11, 12, 13 & 14 N/S ONTARIO ST, PL 3, BRACEBRIDGE, PT LT 1, CON 2 MACAULAY PT 1 35R-22861; PT THE GROVE, PL 6 BRACEBRIDGE; PT LOTS 11 & 12 N/S ONTARIO ST, PL 3 BRACEBRIDGE PT 2 35R-22861; PT LOT 1, CON 2 MACAULAY PT 3 OF 35R-22861; 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
 Address 28 MURRAY STREET
BRACEBRIDGE

PIN 48115 - 0168 LT Interest/Estate Fee Simple
 Description PT LT 28 RCP 531 BRACEBRIDGE PT 5 35R22861; BRACEBRIDGE ; THE DISTRICT MUNICIPALITY OF MUSKOKA
 Address 28 MCMURRAY STREET
BRACEBRIDGE

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 MCMURRAY STREET INVESTMENTS INC.
Address for Service c/o Harris + Harris LLP, Barristers and Solicitors, 2355 Skymark Avenue, Suite 300, Mississauga, Ontario L4W 4Y6

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

Chargee(s)

Name	Capacity	Share
COMPUTERSHARE TRUST COMPANY OF CANADA		
as custodian for Frontenac Mortgage Investment Corporation		
c/o Pillar Financial Services Inc., 14216 Road 38, P.O. Box 208, Sharbot Lake, Ontario K0H 2P0		

Provisions

Principal	\$2,000,000.00	Currency	CDN
Calculation Period	monthly		
Balance Due Date	2018/01/16		
Interest Rate	12.0%		
Payments	\$20,000.00		
Interest Adjustment Date	2014 01 16		
Payment Date	16th day of each and every month		
First Payment Date	2014 02 16		
Last Payment Date	2018 01 16		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Christina Marie Albers	160 Elgin Street, Suite 2800 Ottawa K1P 1C3	acting for Chargor Signed (s)	2014 01 16
------------------------	---	----------------------------------	------------

Tel 613-233-1781

LRO # 35 Charge/Mortgage
The applicant(s) hereby applies to the Land Registrar.

Registered as MT135137 on 2014 01 16 at 13:44
yyyy mm dd Page 2 of 13

Signed By

Fax 613-563-9869

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

Submitted By

GLH LIMITED PARTNERSHIP (A.K.A. GOWLINGS) 160 Elgin Street, Suite 2600
Ottawa
K1P 1C3

2014 01 16

Tel 613-233-1781

Fax 613-563-9869

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 02387794

Schedule of Additional Provisions

1. Definitions

In this Schedule and in the Charge, the following words shall have the following meanings:

"Additional Covenantor" or **"Additional Covenantors"** means any covenantor or additional covenantor required by the Commitment Letter.

"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, licences, authorizations, approvals and all applicable common law or equitable principles in force and effect during the currency of this Charge;

"Business Day" means a day of the week, other than Saturday, Sunday or any other day which is a statutory or a municipal holiday in the municipality in which the Land is situate.

"Commitment Letter" means the commitment letter dated December 2, 2013 between the Chargor, the Additional Covenantor, and Frontenac Mortgage Investment Corporation on behalf of the Chargee (as the same may be amended, supplemented, modified, varied, extended, renewed or replaced at any time and from time to time) including any letter or other confirmation issued by the Chargee confirming the actual interest rate payable by the Chargor on the indebtedness secured by the Charge;

"Environmental Audit" has the meaning given to it in Section 22 of this Schedule.

"Environmental Claims" has the meaning given to it in Section 24 of this Schedule.

"Environmental Laws" means all present and future Applicable Laws, standards and requirements relating to environmental or occupational health and safety matters, including those relating to the presence, release, reporting, licensing, permitting, investigation, disposal, storage, use, remediation and clean-up or any other aspect of a Hazardous Substance;

"Environmental Proceeding" means any investigation, action, proceeding, conviction, fine, judgement, notice, order, claim, directive, permit, license, approval, agreement or lien of any nature or kind arising under or relating to Environmental Laws;

"Hazardous Substance" means any substance or material that is prohibited, controlled, otherwise regulated by any governmental authority or is otherwise hazardous in fact, including without limitation contaminants, pollutants, asbestos, lead, urea formaldehyde foam insulation, polychlorinated by-phenyls or hydrocarbon products, any materials containing same or derivatives thereof, explosives, radioactive substances, petroleum and associated products, underground storage tanks, dangerous or toxic substances or materials, controlled products, and hazardous wastes.

"Land" or **"Lands"** means the lands described in the electronic form of Charge/Mortgage to which this Schedule is attached;

"Loan" means the loan made by the Chargee to the Chargor pursuant to the Commitment Letter and the Security;

"PCTF Act" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*;

"Project" means the Lands and all improvements now or hereafter constructed on or made to the Lands.

"Publicly Traded Entity" means an entity whose shares/units are listed and traded on a recognized stock exchange in Canada or the United States of America.

"Security" means the Charge and all other security collateral to the Charge for the obligations of the Chargor under the Commitment Letter and the Charge;

"Standard Charge Terms" means Standard Charge Terms No. 200033. Where not otherwise defined herein, capitalized terms shall have the meaning given to them in the Standard Charge Terms;

2. Interpretation

- (i) The headings of all provisions herein are inserted as a matter of convenience only and not to define the intent of this Schedule. The necessary changes in grammar and gender required to apply to the parties hereto shall be assumed as though expressed.
- (ii) If there is more than one Chargor or Additional Covenantor, each of the covenants, agreements and obligations herein shall, as between and among each Chargor and each Additional Covenantor, be deemed to be joint and several, except as may otherwise herein specifically be provided, and the term "Chargor" shall be read as if each Chargor were specifically named and the term "Additional Covenantor" shall be read as if each Additional Covenantor were specifically named and any default by any one Chargor shall be deemed to be a default by each Chargor and any default by any one Additional Covenantor shall be deemed to be a default by each Additional Covenantor.
- (iii) "Person" includes any individual, partnership, joint venture, trust, unincorporated organization or any other association, corporation and government or any department or agency thereof.

3. Repayment

The Chargor agrees to make monthly interest payments to the Chargee in the manner provided for in the Commitment Letter.

4. Prepayment

Provided the Loan is not in default, prepayment in part or in full, of the principal amount under the Charge and interest accrued thereon, is allowed at any time without penalty.

5. Insurance Requirements

Paragraph 16 of the Standard Charge Terms is hereby deleted and replaced with the following:

"The Chargor will, at all times during the term of this Charge, maintain the insurance required by the Charge including, without limitation the following coverages:

- (a) all risks 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 Land to be completed (if applicable), for partial occupancy, and for the Land 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 Land, for an amount satisfactory to the Chargee, all on a replacement cost basis, 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 rent or loss of business

income from the business conducted on the Land for a period of not less than twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above; and

- (d) comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of \$5,000,000 per occurrence or such other amount as the Chargee may reasonably request.

The coverage required by sections (a) and (b) above shall include by-law endorsements acceptable to the Chargee, including but not limited to same site waiver, increased cost of construction, undamaged portion coverage and demolition and debris coverage.

No policies shall contain any co-insurance clauses less than 90%. All such insurance shall be placed with a company or companies satisfactory to the Chargee. Deductible amounts shall also be subject to Chargee's approval. All cancellation and alteration clauses in the above-referenced policies, including those obtained in the mortgage clause endorsements, shall provide for at least thirty (30) days prior written notice to the Chargee of any cancellation of or material alteration to the policy. The Chargor shall provide evidence of policy renewal or satisfactory replacement annually at least thirty (30) days prior to expiry. The Chargor shall deliver to the Chargee original or certified copies of all policies required hereunder. At the time of the advance of funds under this Charge, the expiry date of each of the insurance policies required hereunder shall be at least one year from the date of funding. The Chargee shall be entitled to require coverage of such other risks and perils as the Chargee may from time to time consider advisable or desirable and in respect of which insurance coverage is available."

6. Due on Sale, Change of Control, etc.

If:

- (a) the Chargor directly or indirectly sells, conveys, transfers, assigns or otherwise disposes of its interest in the Land or any part thereof or agrees to do so;
- (b) the Chargor or any Additional Covenantor issues, sells or permits the assignment or transfer by any means of all or any part of its shares or other ownership interests resulting in a change in the control of the Chargor or Additional Covenantor, as the case may be, or if the Chargor or any Additional Covenantor amalgamates or merges with another entity;
- (c) there is a material adverse change in the financial condition, operation, status or business of the Chargor or any Additional Covenantor or the Lands;
- (d) the Chargor or any Additional Covenantor defaults in the payment or performance of any obligation, and the aggregate amount of obligations to which such defaults relate exceeds \$1,000,000;

without the prior written consent of the Chargee being obtained, then the Chargee may, at its option, declare forthwith due and payable the entire balance of the unpaid principal together with accrued and unpaid interest due thereon and any other amounts payable under this Charge. The decision to accelerate the Loan shall be at the sole option of the Chargee. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee under this Section together with such reasonable information as the Chargee may require to determine whether or not to grant its consent thereto.

7. Financial Information and Reporting

Until the repayment of this mortgage, the Chargor shall provide to the Chargee, within 120 days after the end of each fiscal year, or within 120 days after the end of each calendar year, if applicable or if the Chargor is an individual, or more often if requested by the Chargee, detailed consolidated financial statements including a separate income and expense statement for the real estate, and an operating statement at a minimum prepared on a "review engagement" basis, together with an updated rent roll containing relevant lease terms for the real estate, all satisfactory to the Chargee in form and content.

The Chargor will further cause each Additional Covenantor to provide, in the case of corporate Additional Covenantors, unaudited financial statements within 120 days after the end of each fiscal year of such corporate Additional Covenantor, or more often if requested by the Chargee, and, in the case of each individual Additional Covenantor, a personal net worth statement within 120 days after the end of each calendar year, or more often if requested by the Chargee, such statements to be in form and content satisfactory to the Chargee and on, at a minimum, a "review engagement" basis.

The Chargor also authorizes and shall, if required by the Chargee, cause each Additional Covenantor to authorize the Chargee, to obtain such financial information as they may require.

The Chargor shall provide evidence to the Chargee of payment of all property taxes when due and payable for the Lands and in any event within 120 days after the end of each of its fiscal years.

8. No Further Encumbrances

The Chargor shall not, without the Chargee's prior written approval, further charge or otherwise encumber the Land or any interest therein.

9. Appointment of a Receiver

IT IS DECLARED and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Land appoint in writing a receiver, or a receiver and manager, or a receiver-manager, or a trustee (the "Receiver") of the Land, or any part thereof, and of the rents and profits thereof, if any, and with or without security and may from time to time by similar writing remove any such receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the *Mortgages Act*, the *Construction Lien Act*, or pursuant to the *Trustees Act* (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Land or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee in its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Land and/or complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Land, including without limitation, charges and construction lien claims.

UPON the appointment of any such Receiver from time to time the following provisions shall apply:

- (a) A statutory declaration of the Chargee or an officer of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof;

- (b) Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the Land, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;
- (c) The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Land, and may be paid out of the income therefrom or the proceeds of sale thereof;
- (d) The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a Chargee in possession in respect of the Land or any part thereof;
- (e) The Receiver shall have the power to rent any portion of the Land for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Land or any part thereof in the name and on behalf of the Chargor and the Chargor undertakes to ratify and confirm, and hereby ratifies and confirms whatever acts such Receiver may do on the Land;
- (f) In all instances, the Receiver shall be acting as the attorney or agent of the Chargor;
- (g) Every such Receiver shall have full power to complete any unfinished construction upon the Land;
- (h) Such Receiver shall have full power to manage, operate, repair, or alter the Land or any part thereof in the name of the Chargor;
- (i) The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the Lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges which may be registered against the Lands from time to time, whether or not such charges are prior to the interest of the Chargee in the Land; sale of the Land; borrowing money on the security of the Land; applying for and executing all documents in any way related to any zoning applications, severance of Lands pursuant to the provisions of the *Planning Act*, as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Lands, including grants of Lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Lands as a condominium; completing any application for first registration pursuant to the provisions of the *Land Titles Act* of Ontario or pursuant to the *Certification of Titles Act* of Ontario; and for all and every of the purposes aforesaid the Chargor does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Land, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Land, as fully and effectually to all intents and purposes as the Chargor could do if personally present and acting therein;
- (j) The Receiver shall not be liable for any loss howsoever arising and the Receiver shall not be liable to the Chargor to account for monies received

other than cash received by it in respect to the Land or any part thereof and out of such cash so received, every such Receiver shall pay in the following order:

- (i) its remuneration;
- (ii) all payments made or incurred by it in the exercise of its powers hereunder;
- (iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Land in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect to the Land or any part thereof.

THE CHARGOR hereby irrevocably appoints the Chargee as its attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Land in the same manner as if such documentation was duly executed by the Chargor itself.

10. Events of Default

Without limiting any of the provisions of this Charge, each of the following events (with notice and time to cure where applicable) shall be considered events of default hereunder (each an "Event of Default" and collectively, "Events of Default") upon the happening of which the whole of the principal sum outstanding, all interest accruing thereon and any other amounts owing hereunder, at the Chargee's option, immediately become due and payable:

- (a) Failure of the Chargor to pay any installment of principal, interest and/or taxes under this Charge, on the date upon which any of the payments for same become due.
- (b) Failure of the Chargor or any of the Additional Covenantors to strictly and fully observe or perform any condition, agreement, covenant or term set out in the application for this Charge or the Commitment Letter, the provisions of this Charge, or any other document giving contractual relationship as between the Chargor, or any of the Additional Covenantors, and Chargee, or if it is found at any time that any representation to the Chargee with respect to the loan secured by this Charge or in any way related thereto is materially incorrect or misleading.
- (c) The registration of any construction lien against the Land which is not discharged within a period of twenty (20) days after the date of registration thereof, or the filing of a writ of execution in the hands of the sheriff in the judicial district where the Land are situate.
- (d) The Land is abandoned, any act of waste is committed as to all or any part of the Land, or any building or other structure now or later being erected on the Land remains unfinished and without any work being done on it for a period of ten consecutive days.
- (e) Any order is made or resolution passed for the winding-up, liquidation or other dissolution of the Chargor or any of the Additional Covenantors (if the Chargor/Additional Covenantor is a corporation), or there is a dissolution of the Chargor or any of the Additional Covenantors (if the Chargor/Additional Covenantor is a partnership).
- (f) If the Chargor or any Additional Covenantor commits an act of bankruptcy, or becomes bankrupt or insolvent, or admits in writing its inability to pay its debts as they mature, or if the Chargor or any Additional Covenantor makes an assignment

for the benefit of creditors; or if the Chargor or any Additional Covenantor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or a receiver, trustee or similar officer shall be appointed, whether by court or by extra-judicial means, without the application or consent of the Chargor or Additional Covenantor; or if such Chargor or Additional Covenantor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings (including the making of a proposal) relating to it under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* or other legislation of Canada respecting bankruptcy or insolvency or under the law of any other jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Chargor or Additional Covenantor and the Chargor or Additional Covenantor is not diligently defending.

- (g) Another encumbrancer takes possession of all or any part of the Land or a distress or execution or other similar process is brought against the Land or any such part.
- (h) All or any material part of the Land is expropriated.
- (i) If a receiver is appointed over any of the Chargor's or any Additional Covenantor's assets or undertaking of any judgment or order or any process of any court becomes enforceable against the Chargor or any Additional Covenantor or any of their respective assets or any creditor takes possession of any of their respective assets.
- (j) If any representation or warranty set forth herein is incorrect in any material respect.

Upon the occurrence of an Event of Default (with the exception of an Event of Default in paragraphs (e), (f), (g) and (i) above for which no such notice shall be required), the Chargee will give notice of such event to the Chargor. The Chargor will be entitled to five (5) Business Days from the date of the notice to cure any default relating to the payment of money due under the Charge and, except or otherwise provided, ten (10) Business Days from the date of the notice to cure any other default (with the exception of an Event of Default in paragraphs (e),(f),(g), and (i) above for which no such notice shall be required) (the "Cure Periods"). During the Cure Periods, the Chargee will not exercise any of its rights or remedies under this Charge. The Chargor shall commence and proceed continuously and diligently to cure such default after receipt of written notice from the Chargee. Notice shall be effected on the Chargor by delivering a written statement of the Event of Default(s) to the Chargor at the address for service in this Charge.

Delay in the exercise of the Chargee's right to declare the Chargor in default and to declare the amounts secured under this Charge to be immediately due and payable shall not be construed as a waiver of such right. Any failure of the Chargee to exercise its right shall not be construed as a waiver of its right in respect of any subsequent event, whether or not of a similar nature."

11. Communications

All communications provided for hereunder shall be in writing, personally delivered, sent by prepaid first class mail or sent by electronic transmission, and if to the Chargee addressed to the address for service provided on the electronic form of Charge/Mortgage to which this schedule is attached to the attention of the Manager, Mortgage Investments and if to the Chargor to the address for service provided on the electronic form of Charge/Mortgage to which this schedule is attached. The date of receipt of any such communication shall be deemed to be the date of delivery, if delivered as aforesaid, or the third Business Day following the date of mailing, if mailed, as aforesaid. If sent by electronic transmission before 4:00 pm on any Business Day, such communication shall be deemed to have been received on the date sent; if sent after 4:00 pm on any Business Day or if sent on a day which is not a Business Day, such communication shall be

deemed to have been received on the next following Business Day. Any party hereto may change its address for service from time to time by notice in the manner herein provided. In the event of a postal disruption or an anticipated postal disruption, prepaid first class mail will not be an acceptable means of communication. Notwithstanding the provisions of this paragraph, any notices to be sent by the Chargee to the Chargor under the *Mortgages Act* of Ontario or any other statute shall be sent as required by such statute and the date of receipt shall be the date that such statute deems the Chargor to have received the notice in question.

12. Representation and Warranty

The Chargor and each Additional Covenantor, if any, represent and warrant to the Chargee that all information and material submitted and all representations made to the Chargee by the Chargor and/or any Additional Covenantor are true, complete and accurate and each of the foregoing parties acknowledges that the Chargee has relied on such information, material and representations in approving the Loan. Any breach of this representation and warranty shall constitute a default under the Security which shall entitle the Chargee to exercise all its rights and remedies for default in payment thereunder.

13. Liens

On each disbursement date, there shall have been full and complete compliance with all requirements of the applicable construction, mechanics' or builders' lien legislation and the Chargor shall submit to the Chargee, in form and substance satisfactory to the Chargee, evidence of such compliance. The Chargee may retain from any disbursement such amounts as it considers advisable to protect its interest from subordination under such legislation. The Chargor shall provide additional security, information and documentation as may be required by the Chargee to preserve and ensure in all respects the absolute first priority of the Charge over any rights of any existing or potential lien claimants.

The Chargor and any Additional Covenantor shall jointly and severally indemnify, defend and hold harmless the Chargee from and against all claims, legal proceedings, demands, losses, damages, and costs, which the Chargee may suffer or incur arising out of or in connection with any failure of the Chargor to observe and perform its obligations under the applicable legislation with respect to any such lien.

14. Credit Investigations

The Chargor and each Additional Covenantor hereby consent to the Chargee obtaining from any credit reporting agency or from any person such information as the Chargee may require at any time, and consent to disclosure at any time of any information concerning the Chargor and each Additional Covenantor to any credit grantor with whom the Chargor and any Additional Covenantor has financial relations or to any direct reporting agency.

15. Proceeds of Crime (Money Laundering) and Terrorist Financing Act

Pursuant to the PCTF Act, the Chargee is required to obtain specific information with respect to the Chargor and the Additional Covenantors and any third party involved in the transaction, including identification for each of those parties. In addition, where the Chargor is using the proceeds of the Loan to acquire the Land, the PCTF Act requires the Chargee to obtain information with respect to the source of funds used in connection with the Chargor's equity in the Land. The Chargor and each Additional Covenantor hereby covenant and agree to provide, forthwith upon request for the same, such identification and information as may be required to ensure the Chargee's compliance with the PCTF Act.

16. Additional Covenantors

The Additional Covenants hereby acknowledge and agree that each of them is jointly and severally liable for all covenants and obligations of the Chargor under the Commitment Letter and with respect to the Loan.

17. Non-Merger of Commitment Letter

Neither the execution and delivery of any of the Security nor the advance of the Loan shall in any way merge or extinguish the Commitment Letter or the terms and conditions thereof which shall continue in full force and effect until the Loan has been repaid in full. In the event of any inconsistency or conflict between any provision or provisions of the Commitment Letter and any provision or provisions of the Security including this Charge, the provision or provisions of the Commitment Letter shall prevail. A provision or provisions contained in the Security which is not contained in the Commitment Letter shall not be considered to be inconsistent or in conflict with the Commitment Letter.

18. No Agency

The Chargor acknowledges that the Chargee may assign the Commitment Letter to a third party and if it does so may receive a fee or commission in connection with such assignment. The Chargee may also receive a fee in connection with the servicing of this Loan. The Chargee is not acting as the Chargor's agent or otherwise in any fiduciary capacity in relation to the Chargor in connection with this Loan.

19. Assignment

Neither the Commitment Letter nor any of the Loan proceeds may be assigned by the Chargor without the Chargee's prior written consent which can be unreasonably withheld. The Commitment Letter and the Security may be assigned in whole or in part by the Chargee at any time before or after the advance.

20. Approvals and Consents

Any approvals or consents required to be made or given by the Chargee hereunder must be expressly given pursuant hereto and shall not be implied or construed by the delivery or receipt of documents.

21. Waiver

Any waiver by the Chargee of any default by the Chargor or any omission on the Chargee's part in respect of any default by the Chargor, shall not extend or be taken in any manner whatever to affect any subsequent default by the Chargor or the rights resulting from it. The Chargee may waive any condition precedent to funding but the waiver shall not prejudice any subsequent enforcement of such condition.

22. Representations Regarding Environmental Matters

The Chargor represents and warrants to the Chargee that: (i) the Land and all businesses and operations conducted thereon comply with all Environmental Laws; (ii) the Land has not been used for or designated as a waste disposal site and, except as disclosed in the environmental audit obtained by the Chargee prior to the advance of funds under this Charge (the "Environmental Audit"), contains no Hazardous Substances and there is no existing or threatened Environmental Proceeding against or affecting the Land; (iii) copies of all existing environmental assessments, audits, tests and reports relating to the Land have been delivered to the Chargee; (iv) to the best of the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or to any Environmental Proceedings which would render illegal or materially restrict or change the present use and operation of the Land; (v) except as disclosed in the Environmental Audit, neither the Chargor nor, to the best of the Chargor's knowledge and belief after due inquiry and investigation, any other person or organization: (i) has used or permitted the use of the Land to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances; (ii) has been subject to any Environmental Proceeding related to the Land; (iii) has caused or permitted the release or discharge of any Hazardous Substance on or in the vicinity of the Land; (iv) has received

or otherwise has knowledge of any Environmental Proceedings or of any facts which could give rise to any Environmental Proceeding related to the Land; (v) has undertaken any remediation or clean-up of any Hazardous Substance on or in the vicinity of the Land; or (vi) has defaulted in reporting any occurrence or circumstance to any governmental authority in relation to the Land which is or was required to be reported pursuant to any Environmental Laws.

23. Covenants Regarding Environmental Matters

The Chargor shall: (i) ensure that the Land and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Land (except in the ordinary course of business of the Chargor or any tenant and in compliance with all Environmental Laws) nor permit any other activity on or in respect of the Land that might result in any Environmental Proceeding affecting the Land, Chargor or Chargee; (iii) notify the Chargee promptly of any threatened or actual Environmental Proceedings; (iv) remediate and cure in a timely manner any non-compliance by the Land or the Chargor with Environmental Laws, including removal of any Hazardous Substances from the Land; (v) maintain all environmental and operating documents and records including all permits, licenses, certificates, approvals, orders and agreements relating to the Land as required by Environmental Laws; (vi) provide the Chargee promptly upon request with such information, documents, records, permits, licences, certificates, approvals, orders, agreements, environmental audits, reports, assessments and inspections and take such other steps (all at the Chargor's expense) as may be required by the Chargee to confirm and/or ensure compliance by the Land and the Chargor with Environmental Laws, and (vii) execute all consents, authorizations and directions necessary to permit any inspection of the Land by any governmental authority and to permit the release to the Chargee or its representatives, of any information relating to the Land and the Chargor.

24. Environmental Indemnity

Without limiting any other provision of this Charge or any document collateral hereto, the Chargor shall indemnify and pay, protect, defend and save the Chargee harmless from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs, expenses, (including legal fees and disbursements on a solicitor and his own client basis) (collectively "Environmental Claims"), imposed on, made against or incurred by the Chargee arising from or relating to, directly or indirectly, and whether or not disclosed by the Environmental Audit and whether or not caused by the Chargor or within its control, (i) any actual or alleged breach of Environmental Laws relating to or affecting the Land, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Land or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Land including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Land or surrounding areas or otherwise complying with Environmental Laws, or (v) any breach by the Chargor of any covenant hereunder or under any document collateral hereto or under Applicable Law relating to environmental matters. This indemnity shall survive repayment of the Loan, foreclosure upon this Charge and any other extinguishing of the obligations of the Chargor under this Charge and any other exercise by the Chargee of any remedies available to it against the Chargor.

25. Separate Bank Account

In the event of a default under the Charge or if the Chargor seeks protection under the *Companies Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act (Canada)* or any other legislation relating to insolvent debtors, the Chargor shall establish a separate project bank account for the Land into which all revenue from the Land shall be deposited and from which all operating expenses in respect of the Land shall be paid.

26. Obligations

If the Chargor fails to perform any of their obligations as provided under this Charge, the Chargee may, but shall not be obligated, to perform any of the obligations required to be performed by the Chargor, at the Chargor's sole cost and expense and such obligations shall be added to the obligations outstanding under this Charge.

27. Compliance with Construction Lien Act

In the event of any order or judgment (whether such order or judgment be on consent or otherwise) whereby any holdback deficiency, or any part thereof, under the *Construction Lien Act*, and any amendments thereto, is ordered, adjudged, or declared, to have priority over the Charge, the Chargee may, but without any obligation whatsoever so to do, pay such amount of the holdback deficiency which has priority over the Charge, and all costs, legal fees and expenses whatsoever (on a solicitor and client basis) pertaining to such payment, and the amount so paid by the Chargee, including all costs, legal fees and expenses pertaining to such payment of the holdback deficiency shall be a charge against the Lands, and the amount so paid including the said costs, legal fees and expenses, shall be added to the principal amount of the Charge and interest shall be charged on such amount so paid at the interest rate chargeable herein, as amended from time to time, from the date of such payment; provided further, that upon payment of the amount mentioned in this paragraph, all monies owing under the Charge shall immediately become fully due and payable, and the Chargee shall have the privilege of immediately exercising all of its remedies as contained in the Charge and under the *Mortgages Act*.

The Chargor and any Additional Covenantor shall jointly and severally indemnify, defend and hold harmless the Chargee from and against all claims, legal proceedings, demands, losses, damages, and costs, which the Chargee may suffer or incur arising out of or in connection with any failure of the Chargor to observe and perform its obligations under the applicable legislation with respect to any such order or judgment.

COMPUTERSHARE TRUST COMPANY OF CANADA
Plaintiff

-and-

MCMURRAY STREET INVESTMENTS INC.
Defendant

Court File No. CV-16- 304 -00

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
KINGSTON

STATEMENT OF CLAIM

**VINER, KENNEDY, FREDERICK,
ALLAN & TOBIAS LLP**
366 King Street East
Suite 300
Kingston, ON K7K 6Y3

Garth B. Allan
LSUC# 26440Q
gallan@vinkennedy.com
Tel: 613-542-3124
Fax: 613-542-1279

Lawyers for the Plaintiff

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	\$1,980,085.66
for interest accrued to October 7/16	33,113.85
for costs	2,800.00

	\$2,015,999.51

(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 7th day of October, 2016 to the date of payment.


AND UNLESS the said sums are paid on or before the 13th day of November, 2016, 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 7th day of October, 2016.

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
T2G 0P6

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

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

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

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
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118979
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118975
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118742
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118820
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118967
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118974
2200 - 125 - 9th Ave S.E.
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
MSH 2R2

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
T2G 0P6

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

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

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

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
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118979
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118975
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118742
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118820
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118967
2200 - 125 - 9th Ave S.E.
Calgary, Alberta
T2G 0P6

AND TO: Olympia Trust Company
In Trust for RRSP - 118974
2200 - 125 - 9th Ave S.E.
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 20

Request ID: 019837477
Transaction ID: 63372102
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/24
Time Report Produced: 14:33:22
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2372509	MEMORY CARE INVESTMENTS (KITCHENER) LTD.	2013/05/09
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
		NOT APPLICABLE
51 CALDARI ROAD		Amalgamation Ind.
		NOT APPLICABLE
Suite # #A1M		New Amal. Number
MAPLE		NOT APPLICABLE
ONTARIO		Notice Date
CANADA L4K 4G3		NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
		Revival Date
51 CALDARI ROAD		NOT APPLICABLE
#A1M		Continuation Date
		NOT APPLICABLE
CONCORD		Transferred Out Date
ONTARIO		NOT APPLICABLE
CANADA L4K 4G3		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff. Date
		NOT APPLICABLE
		EP Licence Term. Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00015	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 019837477
Transaction ID: 63372102
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/24
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CORPORATION PROFILE REPORT

Ontario Corp Number

2372509

Corporation Name

MEMORY CARE INVESTMENTS (KITCHENER) LTD.

Corporate Name History

MEMORY CARE INVESTMENTS (KITCHENER) LTD.

Effective Date

2013/05/09

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2013/05/09

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 019837477
Transaction ID: 63372102
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/24
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Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2372509

Corporation Name

MEMORY CARE INVESTMENTS (KITCHENER) LTD.

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2013/05/09

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2013/05/09

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

Request ID: 019837477
Transaction ID: 63372102
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/01/24
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2372509

MEMORY CARE INVESTMENTS (KITCHENER) LTD.

Last Document Recorded

Act/Code Description

Form

Date

CIA

ANNUAL RETURN 2015

1C

2016/12/04 (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.

Request ID: 020059413
Transaction ID: 63945424
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
Time Report Produced: 13:28:11
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date		
2330709	MEMORY CARE INVESTMENTS (OAKVILLE) LTD.	2012/06/05		
		Jurisdiction		
		ONTARIO		
Corporation Type	Corporation Status	Former Jurisdiction		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
Registered Office Address	Date Amalgamated	Amalgamation Ind.		
2355 SKYMARK AVENUE	NOT APPLICABLE	NOT APPLICABLE		
Suite # 300	New Amal. Number	Notice Date		
MISSISSAUGA	NOT APPLICABLE	NOT APPLICABLE		
ONTARIO				
CANADA L4W 4Y6		Letter Date		
Mailing Address		NOT APPLICABLE		
51 CALDARI ROAD	Revival Date	Continuation Date		
#A1M	NOT APPLICABLE	NOT APPLICABLE		
CONCORD	Transferred Out Date	Cancel/Inactive Date		
ONTARIO	NOT APPLICABLE	NOT APPLICABLE		
CANADA L4K 4G3				
	EP Licence Eff. Date	EP Licence Term. Date		
	NOT APPLICABLE	NOT APPLICABLE		
	Number of Directors	Date Commenced	Date Ceased	
	Minimum	Maximum	in Ontario	
	00001	00015	NOT APPLICABLE	NOT APPLICABLE
Activity Classification				
NOT AVAILABLE				

Request ID: 020059413
Transaction ID: 63945424
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
Time Report Produced: 13:28:11
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CORPORATION PROFILE REPORT

Ontario Corp Number

2330709

Corporation Name

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

Corporate Name History

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

Effective Date

2012/06/05

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2012/06/05

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 020059413
Transaction ID: 63945424
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
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CORPORATION PROFILE REPORT

Ontario Corp Number

2330709

Corporation Name

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2012/06/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

JOHN
DAVIES

Address

2355 SKYMARK AVENUE
Suite # 300
MISSISSAUGA
ONTARIO
CANADA L4W 4Y6

Date Began

2012/06/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 020059413
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Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2330709

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

Last Document Recorded

Act/Code Description

Form

Date

BCA ARTICLES OF AMENDMENT

3

2015/12/21

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Request ID: 020059414
Transaction ID: 63945428
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
Time Report Produced: 13:28:14
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1703858	1703858 ONTARIO LTD.	2006/10/12
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
		NOT APPLICABLE
2355 SKYMARK AVENUE		Amalgamation Ind.
		NOT APPLICABLE
Suite # 300		New Amal. Number
MISSISSAUGA		NOT APPLICABLE
ONTARIO		Notice Date
CANADA L4W 4Y6		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
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	NOT APPLICABLE
	00007	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario

Request ID: 020059414
Transaction ID: 63945428
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1703858	1703858 ONTARIO LTD.

Corporate Name History	Effective Date
1703858 ONTARIO LTD.	2006/10/12

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

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

Date Began	First Director	Resident Canadian
2013/05/17	NOT APPLICABLE	
Designation	Officer Type	
DIRECTOR		Y

Request ID: 020059414
Transaction ID: 63945428
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

1703858

Corporation Name

1703858 ONTARIO LTD.

Administrator:
Name (Individual / Corporation)

JOHN
EVAN
DAVIES

Address

24 COUNTRY CLUB DRIVE

KING CITY
ONTARIO
CANADA L7B 1M5

Date Began

2013/05/17

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

JOHN
EVAN
DAVIES

Address

24 COUNTRY CLUB DRIVE

KING CITY
ONTARIO
CANADA L7B 1M5

Date Began

2013/05/17

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 020059414
Transaction ID: 63945428
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2017/03/22
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1703858

1703858 ONTARIO LTD.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2014/12/05 (ELECTRONIC FILING)

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TAB 21



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #58

PAGE 1 OF 5

PREPARED FOR Chartrand
ON 2017/04/06 AT 10:01:19

22507-0109 (LT)

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

PROPERTY DESCRIPTION: LT 6 PL 655 KITCHENER; KITCHENER

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 22507-0239

EIN CREATION DATE:
2003/02/17

OWNERS' NAMES
MEMORY CARE INVESTMENTS (KITCHENER) LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/02/14 **				
**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 ESCHERTS 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: 2003/02/17 **				
1229446	1994/09/02	CHARGE			M. R. S. TRUST COMPANY	
1229447	1994/09/02	ASSIGNMENT GENERAL				
REMARKS: RENTS,		1229446				
1259302	1995/07/04	ASSIGNMENT GENERAL				
REMARKS: RENTS,		1229447				
1259303	1995/07/04	TRANSFER OF CHARGE			ALLSTATE INSURANCE COMPANY OF CANADA	
REMARKS: 1229447						
1274034	1995/11/02	TRANSFER OF CHARGE			ULTRAVEST MORTGAGE SERVICERS INC.	
REMARKS: 1229446						

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.

22507-0109 (LT)

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

REG. NDM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
1274035	1995/11/02	ASSIGNMENT GENERAL		*** COMPLETELY DELETED ***		
	REMARKS: RENTS, MULTI					
1418353	1999/05/17	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ULTRAVEST MORTGAGE SERVICES INC.	ICI MORTGAGE MANAGERS INC.	
	REMARKS: ASSIGNS 1229446					
1428856	1999/08/11	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY *** ULTRAVEST MORTGAGE SERVICES INC.	ICI MORTGAGE MANAGERS INC.	
	REMARKS: 1229446, 1229447, 1259302, 1274034, 1274035					
1435305	1999/10/01	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** BARKINGSIDE INVESTMENTS LIMITED	VITAL RETIREMENT LIVING INC.	
1435604	1999/10/04	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ICI MORTGAGE MANAGERS INC.	FIRST MARATHON MORTGAGE CORPORATION	
	REMARKS: ASSIGNS CHARGE 1229446, REG. 1994.09.02					
1435605	1999/10/04	ASSIGNMENT GENERAL		*** DELETED AGAINST THIS PROPERTY *** ICI MORTGAGE MANAGERS INC.	FIRST MARATHON MORTGAGE CORPORATION	
	REMARKS: RE: RENTS, CHARGE 1229446, REG. 1994.09.02					
	CORRECTIONS: 'PARTY' CHANGED FROM 'FIRST MARATHON MORTGAGE CORPORATION' TO 'FIRST MARATHON MORTGAGE CORPORATION' ON 1999/10/04 BY JUDY STROHAN MOORE.					
1435606	1999/10/04	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** VITAL RETIREMENT LIVING INC.	FIRST MARATHON MORTGAGE CORPORATION	
	REMARKS: AMENDS CHARGE 1229446, REG. 1994.09.02					
1510821	2001/09/10	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** VITAL RETIREMENT LIVING INC.	FIRST MARATHON MORTGAGE CORPORATION	
	REMARKS: RE:1229446					
1550979	2002/08/02	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** VITAL RETIREMENT LIVING INC.	FIRST MARATHON MORTGAGE CORPORATION	
	REMARKS: AGREEMENT AMENDING CHARGE # 1229446, 1994-09-02.					
LT123433	2003/06/30	CHARGE		*** COMPLETELY DELETED *** VITAL RETIREMENT LIVING INC.	CAMPBELL, DOUGLAS A.	
	CORRECTIONS: 'CHARGE' CHANGED FROM 'CAMPBELL, DOUGLAS A.' TO 'CAMPBELL, DOUGLAS A.' ON 2004/12/23 BY KEN WRENN.					
WR12123	2004/01/07	NOTICE		*** COMPLETELY DELETED *** VITAL RETIREMENT LIVING INC.	ING MORTGAGE BROKER SERVICES INC.	
	REMARKS: 1229446					

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.

22507-0109 (LT)

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

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR95790	2004/12/23	TRANSFER REMARKS: PLANNING ACT STATEMENTS		*** COMPLETELY DELETED *** VITAL RETIREMENT LIVING INC.	780550 ONTARIO LTD.	
WR95819	2004/12/23	DISCH OF CHARGE REMARKS: RE: LT123433		*** COMPLETELY DELETED *** CAMPBELL, DOUGLAS A.		
WR100720	2005/01/21	TRANSFER OF CHARGE REMARKS: 1229446		*** COMPLETELY DELETED *** ING MORTGAGE BROKER SERVICES INC.	RESMOR TRUST COMPANY	
WR100721	2005/01/21	NO ASSGN RENT GEN REMARKS: 1229446		*** COMPLETELY DELETED *** ING MORTGAGE BROKER SERVICES INC.	RESMOR TRUST COMPANY	
WR103669	2005/02/04	NOTICE REMARKS: RE: 1229446		*** COMPLETELY DELETED *** 780550 ONTARIO LTD.	RESMOR TRUST COMPANY	
WR103670	2005/02/04	NO ASSGN RENT GEN REMARKS: RE: 1229446		*** COMPLETELY DELETED *** 780550 ONTARIO LTD.	RESMOR TRUST COMPANY	
WR267134	2006/12/19	NOTICE	\$1	THE CORPORATION OF THE CITY OF KITCHENER		C
WR339070	2007/10/26	APL CH NAME OWNER		*** COMPLETELY DELETED *** 780550 ONTARIO LTD.	1711060 ONTARIO LTD.	
WR339106	2007/10/26	CHARGE		*** COMPLETELY DELETED *** 1711060 ONTARIO LTD.	SUGAR, DAVID SUGAR, PHYLLIS SHUSTER, MOE SHUSTER, RUTH	
WR339107	2007/10/26	NO ASSGN RENT GEN REMARKS: WR339106		*** COMPLETELY DELETED *** 1711060 ONTARIO LTD.	SUGAR, DAVID SUGAR, PHYLLIS SHUSTER, RUTH SHUSTER, MOE	

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.

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CER/CHKD
WR459096	2009/05/04	NOTICE REMARKS: AIRPORT ZONING REGULATIONS		HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO		C
WR450917	2009/09/18	CHARGE		*** COMPLETELY DELETED *** 1711060 ONTARIO LTD.	JAFFE, BRANDON PERITZ, ELAINE	
WR575371	2010/10/21	DISCH OF CHARGE REMARKS: WR490517.		*** COMPLETELY DELETED *** JAFFE, BRANDON PERITZ, ELAINE		
WR712314	2012/09/05	TRANSFER OF CHARGE REMARKS: 1229446.		*** COMPLETELY DELETED *** RESMOR TRUST COMPANY	RMG MORTGAGES, A DIVISION OF MCAF FINANCIAL CORPORATION	
WR722125	2012/10/29	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	A. FARBER & PARTNERS INC.	
WR757609	2013/06/04	APL VESTING ORDER	\$1,585,000	ONTARIO SUPERIOR COURT OF JUSTICE	2372519 ONTARIO LTD.	C
WR757628	2013/06/04	CHARGE		*** COMPLETELY DELETED *** 2372519 ONTARIO LTD.	SUGAR, DAVID SUGAR, PHYLLIS	
WR796058	2013/12/20	CHARGE		*** COMPLETELY DELETED *** 2372519 ONTARIO LTD.	NAIMAN, ARNOLD MINTZ, DONALD	
WR804320	2014/02/25	TRANSFER	\$3,950,000	2372519 ONTARIO LTD.	MEMORY CARE INVESTMENTS (KITCHENER) LTD.	C
WR804321	2014/02/25	CHARGE	\$6,500,000	MEMORY CARE INVESTMENTS (KITCHENER) LTD.	MC TRUSTEE (KITCHENER) LTD.	C
WR804323	2014/02/25	TRANSFER OF CHARGE REMARKS: WR804321.		MC TRUSTEE (KITCHENER) LTD.	MC TRUSTEE (KITCHENER) LTD. OLYMPIA TRUST COMPANY	C
WR804435	2014/02/26	DISCH OF CHARGE REMARKS: WR757628.		*** COMPLETELY DELETED *** SUGAR, DAVID SUGAR, PHYLLIS		
WR804445	2014/02/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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22507-0109 (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
WR811879	2014/04/17	TRANSFER OF CHARGE		NAIMAN, ARNOLD MINTZ, DONALD		
		REMARKS: WR796058.				
WR867451	2015/02/17	CHARGE	\$950,000	MC TRUSTEE (KITCHENER) LTD.	MC TRUSTEE (KITCHENER) LTD. OLYMPIA TRUST COMPANY	C
		REMARKS: WR804321				
WR867461	2015/02/17	POSTPONEMENT		MEMORY CARE INVESTMENTS (KITCHENER) LTD.	2174217 ONTARIO INC.	C
		REMARKS: WR804321 TO WR867451				
WR881066	2015/05/15	NOTICE	\$2	MEMORY CARE INVESTMENTS (KITCHENER) LTD.	MC TRUSTEE (KITCHENER) LTD. OLYMPIA TRUST COMPANY	C
		REMARKS: AMENDING WR804321				
WR881070	2015/05/15	TRANSFER OF CHARGE		MC TRUSTEE (KITCHENER) LTD.	OLYMPIA TRUST COMPANY MC TRUSTEE (KITCHENER) LTD.	C
		REMARKS: WR804321.				
WR906002	2015/09/09	NOTICE		MEMORY CARE INVESTMENTS (KITCHENER) LTD.	2174217 ONTARIO INC.	C
		REMARKS: WR867451				
WR972175	2016/08/10	TRANSFER OF CHARGE		MC TRUSTEE (KITCHENER) LTD. OLYMPIA TRUST COMPANY	MC TRUSTEE (KITCHENER) LTD. OLYMPIA TRUST COMPANY	C
		REMARKS: WR804321.				
WR992636	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C

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

TAB 22



LAND REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20

PAGE 1 OF 5
PREPARED FOR Chartrand
ON 2017/04/06 AT 09:24:52

24821-0207 (LT)

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

PROPERTY DESCRIPTION: FIRSTLY: PT LT 17 CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET AS IN 333503 EXCEPT THE EASEMENT THEREIN, S/T TW22975 SECONDLY: PT LT 17 CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET DES AS PTS 2, 3, PL 20R6837, S/T TW22975, TWZ3033; TOWN OF OAKVILLE

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
CONSOLIDATION FROM 24821-0111 24821-0112
CAPACITY SHARE

OWNERS' NAMES
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

REGISTRATION DATE:
2015/08/31

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT						
		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2015/08/31 **				
**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: 1996/02/26 **				
TW22975	1948/10/26	TRANSFER EASEMENT			THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF TRAFALGAR	C
TW23033	1948/12/07	TRANSFER EASEMENT			THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF TRAFALGAR	C
		REMARKS: SECONDLY LANDS				
20R6837	1984/12/17	PLAN REFERENCE				C
		REMARKS: SECONDLY LANDS				
HR1060599	2012/10/29	TRANSFER	\$1,050,000	WOLF, GOTTFRIED	MEMORY CARE INVESTMENTS (OAKVILLE) LTD.	C
		REMARKS: PLANNING ACT STATEMENTS FIRSTLY LANDS				
HR1060600	2012/10/29	TRANSFER	\$895,000	BAXTER, THOMAS ELLIOTT CRAWFORD, WENDA ROSE	MEMORY CARE INVESTMENTS (OAKVILLE) LTD.	C
		REMARKS: PLANNING ACT STATEMENTS SECONDLY LANDS				
HR1060601	2012/10/29	CHARGE	\$3,000,000	MEMORY CARE INVESTMENTS (OAKVILLE) LTD.	2223947 ONTARIO LIMITED	C
HR1060668	2012/10/29	TRANSFER OF CHARGE		2223947 ONTARIO LIMITED	OLYMPIA TRUST COMPANY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #20

PAGE 5 OF 5
PREPARED FOR Chartrand
ON 2017/04/06 AT 09:24:52

24821-0207 (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
HRL389818	2016/09/01	TRANSFER OF CHARGE		OLYMPIA TRUST COMPANY 2223947 ONTARIO LIMITED	OLYMPIA TRUST COMPANY 2223947 ONTARIO LIMITED	C
HRL407613	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C

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

TAB 23

07074-0452 (LT)

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

PROPERTY DESCRIPTION: PT LT 6, PL 125, AS IN 641723 & PT LT 6, PL 125, AS IN 205910; CITY OF BURLINGTON

PROPERTY REMARKS:
RECENTLY:
STATE/QUALIFIER:
CONSOLIDATION FROM 07074-0033 07074-0034
PIN CREATION DATE:
2014/05/09

OWNERS' NAMES
CAPACITY SHARE
ROWN
703858 ONTARIO LTD.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
**	PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2014/05/09 **					
**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 FOREFEITURE 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:	1996/12/16 **					
119980	1961/01/25	BYLAW				C
HR519202	2006/10/17	TRANSFER	\$465,000	UJVARI, ROZA	1703858 ONTARIO LTD.	C
HR592064	2007/08/08	TRANSFER	\$500,000	BENSON, ROBERT JESSE, MARION	1703858 ONTARIO LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
HR1100779	2013/05/17	CHARGE	\$5,500,000	1703858 ONTARIO LTD.	2223947 ONTARIO LIMITED	C
HR1100786	2013/05/17	TRANSFER OF CHARGE		2223947 ONTARIO LIMITED	OLYMPIA TRUST COMPANY 2223947 ONTARIO LIMITED	C
REMARKS: HR1100779.						
HR1103691	2013/05/30	TRANSFER OF CHARGE		2223947 ONTARIO LIMITED	OLYMPIA TRUST COMPANY 2223947 ONTARIO LIMITED	C
REMARKS: HR1100779.						
HR1180043	2014/05/08	APL CONSOLIDATE		1703858 ONTARIO LTD.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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07074-0452 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
HR1190741	2014/06/23	NOTICE		THE CORPORATION OF THE CITY OF BURLINGTON		C
20R19974	2014/10/14	PLAN REFERENCE				C
HR1223442	2014/10/28	TRANSFER OF CHARGE		OLYMPIA TRUST COMPANY	OLYMPIA TRUST COMPANY	C
HR1267660	2015/05/22	NOTICE		1703858 ONTARIO LTD.	2223947 ONTARIO LIMITED OLYMPIA TRUST COMPANY	C
		REMARKS: HR1100779				
HR1267674	2015/05/22	TRANSFER OF CHARGE		2223947 ONTARIO LIMITED	2223947 ONTARIO LIMITED OLYMPIA TRUST COMPANY	C
		REMARKS: HR1100779, HR1100786, HR1103691, HR1223442, HR1267660				
HR1280794	2015/07/09	NOTICE		1703858 ONTARIO LTD.	2223947 ONTARIO LIMITED OLYMPIA TRUST COMPANY	C
		REMARKS: HR1100779				
HR1372645	2016/07/08	CHARGE	\$1,250,000	1703858 ONTARIO LTD.	2174217 ONTARIO INC.	C
HR1372654	2016/07/08	POSTPONEMENT		2223947 ONTARIO LIMITED OLYMPIA TRUST COMPANY	2174217 ONTARIO INC.	C
		REMARKS: HR1100779 TO HR1372645				
HR1407613	2016/11/03	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	C
HR1418886	2016/12/16	CONSTRUCTION LIEN	\$787,000	VARCON CONSTRUCTION CORPORATION		C
HR1418917	2016/12/16	CONSTRUCTION LIEN	\$91,477	LIMEN GROUP CONST. LTD.		C
HR1429307	2017/02/01	CERTIFICATE		LIMEN GROUP CONST. LTD.		C
		REMARKS: HR1418917				
HR1429371	2017/02/01	CERTIFICATE		VARCON CONSTRUCTION CORPORATION		C
		REMARKS: HR1418886				

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

TAB 24

Properties

PIN 07074 - 0452 LT
 Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
 Address BURLINGTON

Consideration

Consideration \$786,999.80

Claimant(s)

Name VARCON CONSTRUCTION CORPORATION
 Address for Service c/o SCALISI BARRISTERS
 8800 Dufferin Street, Suite 103, Concord,
 Ontario L4K 0C5

I, Vito Riccio, 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, Vito Riccio, Chief Executive Officer, 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 1703858 ONTARIO LTD., 2355 Skymark Avenue, Ste 300, Mississauga, ON L4W 4Y6 Name and address of person to whom lien claimant supplied services or materials Memory Care Investments (Burlington) Ltd., 51 Caldari Road #A1M, Concord, ON L4K 4G3 Time within which services or materials were supplied from 2016/04/04 to 2016/11/03 Short description of services or materials that have been supplied Construction of a 4-Storey building with a 60 Suite Facility Contract price or subcontract price \$10,572,782.00 (inclusive of HST) Amount claimed as owing in respect of services or materials that have been supplied \$786,999.80 (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

Gianfranco De Matteis 8800 Dufferin Street, Suite 103 acting for Signed 2016 12 16
 Concord Applicant(s)
 L4K 0C5

Tel 905-738-4900

Fax 905-738-4901

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

Submitted By

De Matteis 8800 Dufferin Street, Suite 103 2016 12 16
 Concord
 L4K 0C5

Tel 905-738-4900

Fax 905-738-4901

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
 Total Paid \$63.35

File Number

Claimant Client File Number : SCALISI

Properties

PIN 07074 - 0452 LT
Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
Address BURLINGTON

Party From(s)

Name VARCON CONSTRUCTION CORPORATION
Address for Service c/o SCALISI BARRISTERS
 8800 Dufferin Street, Suite 103, Concord,
 Ontario L4K 0C5

I, Mario Middonti, Barrister, 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)HR1418886
 Schedule: See Schedules

Signed By

Gianfranco De Matteis 8800 Dufferin Street, Suite 103 acting for Signed 2017 02 01
 Concord Party From(s)
 L4K 0C5

Tel 905-738-4900

Fax 905-738-4901

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

Submitted By

De Matteis 8800 Dufferin Street, Suite 103 2017 02 01
 Concord
 L4K 0C5

Tel 905-738-4900

Fax 905-738-4901

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Party From Client File Number : SCALISI (VARC139)

Properties

PIN 07074 - 0452 LT
Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
Address BURLINGTON

Consideration

Consideration \$91,476.89

Claimant(s)

Name LIMEN GROUP CONST. LTD.
Address for Service c/o Goldman Sloan Nash & Haber LLP
Barristers & Solicitors
1600-480 University Avenue
Toronto, ON M5G 1V2
Attention: Paul Hancock
Tel: 416-597-7881 Fax: 416-597-3370
Email: hancock@gsnh.com

I, Antonio Lima, President, 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, Antonio Lima, President, 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 1703858 Ontario Ltd., 300-2355 Skymark Avenue, Mississauga, ON L4W 4Y6 (see Statement 61 re additional owner) Name and address of person to whom lien claimant supplied services or materials Varcon Construction Corporation, 8211 Mayfield Rd, Brampton, ON L6P 0H5 and 250 Doney Cres, Concord, ON L4K 1P6 Time within which services or materials were supplied from 2016/10/14 to 2016/11/04 Short description of services or materials that have been supplied : form, place and finish concrete (supplied by others) to foundations, pits and basement level of a new 60-suites memory care residence Contract price or subcontract price \$394,061.51 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$91,476.89 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 Schedule: Additional Owner: Memory Care Investments (Burlington) Ltd., 24 Country Club Drive, King City, ON L7B 1M5

Signed By

Irwin David Ozier 480 University Ave, # 1600 acting for Signed 2016 12 16
Toronto Applicant(s)
M5G 1V2

Tel 416-597-9922
Fax 416-597-3370

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

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2016 12 16
Toronto
M5G 1V2

Tel 416-597-9922
Fax 416-597-3370

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Claimant Client File Number : 162345

Properties

PIN 07074 - 0452 LT
Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
Address BURLINGTON

Party From(s)

Name LIMEN GROUP CONST. LTD.
Address for Service c/o Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, ON M5G 1V2
 Attention: Paul Hancock
 Tel: 416-597-3381 Fax: 416-597-3370
 Email: hancock@gsnh.com

I, Antonio Lima, President, 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)HR1418917
 Schedule: See Schedules

Signed By

Stanley Naftolin 480 University Ave, # 1600 acting for Signed 2017 02 01
 Toronto Party From(s)
 M5G 1V2

Tel 416-597-9922
 Fax 416-597-3370

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

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2017 02 01
 Toronto
 M5G 1V2

Tel 416-597-9922
 Fax 416-597-3370

Fees/Taxes/Payment

Statutory Registration Fee \$63.35
Total Paid \$63.35

File Number

Party From Client File Number : 162345

TAB 25

Properties

PIN 22507 - 0109 LT *Interest/Estate* Fee Simple
Description LT 6 PL 655 KITCHENER; KITCHENER
Address 189 BORDEN AVENUE
 KITCHENER

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 MEMORY CARE INVESTMENTS (KITCHENER) LTD.
Address for Service 51-A Caldari Road
 Suite 1-M
 Vaughan ON L4K 4G3

I, JOHN DAVIES, VICE 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 2174217 ONTARIO INC.
Address for Service 147 Bentworth Avenue
 Suite A
 Toronto ON M6A 1P6

Statements

Schedule: See Schedules

Provisions

Principal \$950,000.00 *Currency* CDN
Calculation Period Monthly, not in advance
Balance Due Date 2015/08/17
Interest Rate 20.0%
Payments \$15,833.33
Interest Adjustment Date 2015 02 17
Payment Date the 17th day of each and every month
First Payment Date 2015 03 17
Last Payment Date 2015 08 17
Standard Charge Terms 200033
Insurance Amount See standard charge terms
Guarantor John Evan Davies

Signed By

Bernard Erwin Gropper Suite 300, 261 Davenport Road acting for Chargor Signed 2015 02 17
 Toronto (s)
 M5R 1K3

Tel 416-962-3000

Fax 416-487-3002

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

Submitted By

BERNARD GROPPER Suite 300, 261 Davenport Road 2015 02 17
 Toronto
 M5R 1K3

Tel 416-962-3000

Fax 416-487-3002

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 3692

1. **PRINCIPAL.** The Charge is to be void upon payment to the Chargee at the address set out herein, or at such other place as the Chargee may from time to time designate, of the sum of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00) of lawful money of Canada, with interest thereon as hereinafter set out, or as otherwise provided for by the terms of this Charge. The principal sum of \$950,000.00 shall become due and payable on the 17th day of August, 2015.
2. **INTEREST AND PAYMENTS.** Interest on the outstanding principal balance of the Charge, and on all overdue interest, shall accrue and be calculated before, as well as after maturity, default or judgment, from and after the Interest Adjustment Date, at the rate of Twenty per cent (20.0%) per annum, calculated and payable monthly, not in advance, on the 17th day of each and every month.
3. **COMMITMENT LETTER.** The parties acknowledge and agree that the commitment letter (the "**Commitment Letter**") between the Chargor, the Guarantor and the Chargee dated February 2, 2015 shall survive the execution and registration of this Charge, and that the terms of the Commitment Letter shall not be deemed to have merged herein. In the event of conflict between the terms of the Commitment Letter and this Charge, the terms of the Commitment Letter shall prevail, provided that no such conflict shall necessarily occur by reason only that the Charge contains provisions that are not contained in the Commitment Letter and vice versa.
4. **REPAYMENT.** The Charge shall be closed for repayment for four months; provided that the Borrower may repay the Indebtedness in full prior to that time and receive a discharge of the Charge if the interest on the Loan is paid to the end of the four month term. Thereafter, the Loan and Charge shall be open for repayment in whole in or in part at any time or from time to time, without notice, penalty or bonus.
5. **NSF CHARGE.** The Chargee shall be entitled to a fee from the Chargor of \$250.00 for each missed or late instalment, or for the processing of each NSF cheque or returned payment hereunder.
6. **STATUTORY COVENANTS.** The implied covenants deemed to be included in a Charge pursuant to Subsection 7(1) of the *Land Registration Reform Act* (Ontario) (as varied herein) shall be in addition to, and not in substitution for, the covenants and other provisions set forth in this Charge. In the event of any conflict between any such implied covenants as varied herein) and any other covenant or provision of this Charge, such covenant or provision as herein contained shall prevail. The lands which shall be subject to this Charge and the lands against which this Charge shall be registered shall hereinafter be referred to as the "**Property**".
7. **PROVISO FOR REDEMPTION.** This Charge shall be void upon payment of the principal sum herein, in lawful money of Canada, with interest as herein provided, and performance of all covenants in this Charge. The principal sum secured hereunder together with interest thereon and all other sums payable by the Chargor hereunder shall collectively be referred to as the "**Indebtedness**".
8. **ALTERATIONS OR ADDITIONS.** The Chargor covenants and agrees that the Chargor will not make or permit to be made any alterations or additions or improvements to the Property without the prior written consent of the Chargee.
9. **UTILITIES.** The Chargor covenants and agrees with the Chargee that the Chargor will pay all utility and fuel charges related to the Property as and when they are due and that he will not allow or cause the supply of utilities or fuel to the Property to be interrupted or discontinued.

10. CHARGOR'S COVENANTS. The Chargor covenants and agrees with the Chargee that the Chargor will pay the principal sum herein, and interest thereon as herein provided for, and will observe the proviso for redemption herein, and will pay as they fall due all Taxes, whether municipal, local, parliamentary or otherwise which now are or may hereafter be imposed, charged or levied upon the Property, and when required by the Chargee, shall transmit the receipts therefor to the Chargee. The Chargor further covenants and agrees with the Chargee that the Chargor will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of this Charge, including, without limiting the generality of the foregoing, all servicing or other fees, costs or charges provided for herein; all insurance premiums; the amount paid for the supply of any fuel or utilities to the Property; all costs, commissions, fees and disbursements incurred by the Chargee in constructing, inspecting, appraising, selling, managing, repairing or maintaining the Property; all costs incurred by the Chargee, including legal costs on a solicitor and its own client basis, with respect to the Charge or the enforcement thereof or incurred by the Chargee arising out of or in any way related to this Charge; any amounts paid by the Chargee on account of any encumbrance, lien or charge against the Property and any and all costs incurred by the Chargee arising out of, or in any way related to, the Charge realizing on its security.

11. COMPLIANCE WITH LAWS AND REGULATIONS. The Chargor covenants and agrees with the Chargee that the Chargor will promptly observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority or agency concerning the Property and further covenant and agree at their cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

12. CONSTRUCTION LIENS. The Chargor and Chargee hereby acknowledge, confirm and agree that the funds committed by the Chargee to the Chargor pursuant to this loan are not intended to be utilized for the purposes of financing any improvements whatsoever with regard to the Property, nor for the purposes of repaying any financing, charge or otherwise, which was utilized or intended for the financing of an improvement with regard to the Property, and accordingly, it is not the intention for this to be a Building Mortgage within the definition of the *Construction Lien Act* (Ontario) (the "CLA") or a charge taken out to repay a Building Mortgage within the meaning of the CLA.

13. INSURANCE. The Chargor covenants and agrees that the Chargor will insure and keep insured during the term of this Charge the buildings on the Property (now or hereafter erected) on an all-risk basis in an amount of not less than the greater of the full replacement value of the buildings located thereon from time to time, or the principal money secured herein, with no co-insurance provisions and with the Chargees's standard mortgage clause forming part of such insurance policy and with such insurance to include general liability insurance of not less than \$2,000,000.00 per occurrence.

14. PROPERTY TAXES. The Chargor covenants and agrees with the Chargee that any municipal taxes, school taxes and local improvement rates and charges (herein referred to as "Taxes") chargeable against the Property, may, at the Chargees' discretion, be deducted from any advance of the monies secured by this Charge as follows.

- a. The Chargee may at its sole option estimate the amount of taxes chargeable against the Property and payable in each year and the Chargor shall forthwith upon the demand of the Chargee pay

to the Chargee one-twelfth (1/12th) of the estimated annual amount of such Taxes on each monthly payment date during the term of this Charge. The Chargee shall apply such payments to the Taxes so long as the Chargor is not in default, and as such Taxes become due and payable. Provided however, that if the Chargor shall pay any sum or sums to the Chargee to apply on account of Taxes, and if before such payments have been so applied by the Chargee there shall be default by the Chargor hereunder, the Chargee may at its option apply such sum or sums in or towards curing the default. In no event shall the Chargee be liable for any interest on any amount paid to it and the monies so received may be held with their own funds pending payment or application thereof.

- b. In the event that the taxes actually charged in a calendar year, together with any interest and penalties thereon, exceed the amount estimated by the Chargee as aforesaid, the Chargor shall pay to the Chargee, on demand, the amount required to make up the deficiency.
- c. The Chargor shall transmit to the Chargee the assessment notices, tax bills and other notices affecting the imposition of taxes upon the Property forthwith after receipt, together with such receipts or evidence of payment of Taxes as the Chargee may require in the event the Chargor pays Taxes directly to the taxing authority.
- d. The Chargor shall in all instances be responsible for the payment of any and all penalties resulting from any late payment of current tax instalments or any arrears of Taxes, and at no time shall such penalty be the responsibility of the Chargee.

15. PAYMENT. All payments of principal, interest and other monies payable hereunder to the Chargee shall be payable in lawful money of Canada at such place as the Chargee shall designate in writing from time to time. In the event that any payment is forwarded to the Chargee by mail or any other means of delivery, payment will not be deemed to have been made until the Chargee has actually received such monies and the Chargor shall assume and be responsible for all risk of loss or delay. Any payment received after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest, to have been made and received on the next business day and the Chargee shall be entitled to interest on the amount due it to and including the date on which the payment is deemed by this provision to have been received.

16. STATEMENT OF ACCOUNT. The Chargor shall be entitled to receive, upon written request, a statement of account with respect to this Charge, and the Chargee shall be entitled to a servicing fee for each such statement.

17. THE FAMILY LAW ACT. The Chargor shall forthwith after any change or happening affecting any of the following, namely (a) the spousal status of the Chargor, (b) the qualification of the Property as a matrimonial home within the meaning of the *Family Law Act* (Ontario) (the "FLA"), (c) the ownership of the equity of redemption in the Property, and (d) a shareholder of the Chargor obtaining rights to occupy the Property by virtue of any shareholding within the meaning of the FLA, as the case may be, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the Property by virtue of the said Act. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such

evidence in connection with any of (a), (b), (c) and (d) above as the Chargee may from time to time request.

18. EVENTS OF DEFAULT. Without limiting any of the provisions of this Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon shall, at the Chargee's option, immediately become due and payable without notice or demand:

- a. Failure of the Chargor to pay any installment of principal, interest, and/or taxes under this Charge or under any charge or other encumbrance on the Property, on the date upon which any of the payments for same become due.
- b. Failure of the Chargor to strictly and fully observe or perform any condition, agreement, covenant or term set out in this Charge or the Commitment Letter.
- c. Default by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any charge or other encumbrance affecting the Property, whether or not it has priority over this Charge.
- d. The registration of any construction lien against the Property which is not discharged within a period of ten (10) days after the date of notice of registration thereof.
- e. Another encumbrancer takes possession of all or any part of the Property or a distress or execution or other similar process is brought against the Property or any such part.
- f. The Property is abandoned, any act of waste is committed as to all or any part of the Property, or any building or other structure now or later being erected on the Property remains unfinished without any work being done on it for a period of fifteen (15) consecutive days.
- g. Any order is made or resolution passed for the winding-up, liquidation or other dissolution of the Chargor.
- h. The Chargor makes an assignment for the benefit of creditors or any proceedings shall be instituted by or against the Chargor seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or other similar law or seeking the appointment of a receiver, receiver and manager, trustee, custodian or other similar official for it or for any of its property (excluding proceedings which are being contested by the Chargor in good faith, which have been outstanding for fewer than 30 days and in respect of which any enforcement proceedings are stayed), or the Chargor is declared bankrupt or a receiver, receiver and manager, trustee, custodian or other similar official is appointed of it or in respect of all or any part of the Property, or power of sale or foreclosure proceedings are commenced against all or any part of the Property.
- i. All or any substantial part of the Property is expropriated

19. REMEDIES ON DEFAULT. Without in any way limiting the Chargee's rights under any other provision in this Charge, the Commitment Letter, any other security in their favour, or at law, if any of the events or circumstances set out in paragraph 18 has occurred and is continuing, the Chargee may (but shall have no obligation to), from time to time and in any order, separately or in combination, and after giving the minimum notice, if any, required by applicable law and obtaining court approval where necessary, enforce any one or more of the following remedies:

- a. sue the Chargor and/or any other party liable for all or any part of the indebtedness secured thereby;
- b. take judicial proceedings to foreclose the Chargor's and/or any other person's interest in all or any part of the Property or any lease, to take possession of it and/or to sell, lease or otherwise deal with it;
- c. enter on and take possession of all or any part of the Property;
- d. sell and/or lease all or any part of the Property or sell the unexpired term of years demised by any lease;
- e. assign any lease and sell the last day of the term granted by the lease and/or remove the Chargor or any other person from being a trustee of the last day of the term of any lease and appoint a new trustee or trustees in its place;
- f. appoint in writing a receiver (which term as used herein includes a receiver and manager) of all or any part of the Property and the rents and other income thereof and from time to time remove any receiver and appoint another in its place, or in the alternative appoint a property manager;
- g. exercise in respect of each insurance policy, insurance trust agreement, lease, rent and benefit assigned to the Chargee the remedies exercisable by the Chargee in respect of all or any part of the Property; and
- h. exercise any other rights or remedies which the Chargee may have, whether pursuant to the Charge, the Commitment Letter, any other security in its favour or at law, in equity, by contract or otherwise

20. POWER OF SALE. The Chargee may, on the occurrence of an Event of Default for fifteen (15) days, enter on and lease the Property, or may, on at least thirty-five (35) days' notice sell the Property. Such notice shall be given to such persons and in such manner and form and within such time as provided under the *Mortgages Act* (Ontario) as amended from time to time.

It is hereby agreed between the parties hereto that the Chargee may pay all premiums of insurance and all Taxes which shall from time to time fall due and be unpaid in respect of the Property, and that such payments together with all costs, charges and legal fees (between a solicitor and his own client), and expenses which may be incurred in taking, recovering and keeping possession of the Property, and of negotiating this loan, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize this security (including legal fees, real estate commissions, appraisal costs and other costs incurred in leasing or selling the Property or in exercising the power of entering, leasing and selling herein contained) shall be with interest at the

rate aforesaid, a charge upon the Property in favour of the Chargee and it is hereby agreed that the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the Property, and that any amount paid by the Chargee shall be added to the Indebtedness hereby secured and shall be payable forthwith with interest at the rate herein, and in default this Charge shall immediately become due and payable at the option of the Chargee, and all powers in this Charge conferred shall become exercisable. In the event of the Chargee paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of this Charge or otherwise, the Chargee shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or government so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Chargee shall deem it proper to do so.

Wherever a power of sale is hereby conferred upon the Chargee, all provisions hereof relating to exercising such power, including, without in any way limiting the generality of the foregoing, the persons to whom notice of exercising such power shall be given and the manner of giving such notice shall be deemed to have been amended so as to comply with the requirements of law from time to time in force with respect to exercising such power of sale, and wherever there shall be a conflict between the provisions of this Charge relating to exercising such power of sale and the requirements of such law, the provisions of such law shall govern. Insofar as there is no conflict, the provisions of this Charge shall remain unchanged.

It is further agreed that the Chargee may exercise all remedies provided for in this Charge concurrently or in such order and at such times as they may see fit and shall not be obligated to exhaust any remedy or remedies before exercising their right under any other provisions contained in this Charge.

21. TAKING OF JUDGMENT NOT A MERGER. The taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and, further, the said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.

22. APPOINTMENT OF A RECEIVER. It is declared and agreed that at any time and from time to time when there shall be default under the provisions of this Charge, the Chargee may at such time and from time to time and with or without entering into possession of the Property appoint in writing a Receiver, or a Receiver and Manager, or a Receiver-Manager, or a Trustee (the "**Receiver**") of the Property, or any part thereof, and of the rents and profits thereof, if any, and with or without security and may from time to time by similar writing remove any such Receiver and appoint another in its place and stead, and in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. The Chargor hereby irrevocably agrees and consents to the appointment of such Receiver of the Chargee's choice and without limitation whether pursuant to this Charge, the *Mortgages Act* (Ontario), the *Construction Lien Act* (Ontario), or pursuant to the *Trustees Act* (Ontario) (as the Chargee may at its sole option require). Without limitation, the purpose of such appointment shall be the orderly management, administration and/or sale of the Property or any part thereof and the Chargor hereby consents to a Court Order for the appointment of such Receiver, if the Chargee in its discretion chooses to obtain such order, and on such terms and for such purposes as the Chargee in its sole discretion may require, including, without limitation, the power to manage, charge, pledge, lease and/or sell the Property and/or complete or partially complete any construction thereon and to receive advances of monies pursuant to any charges, pledges and/or loans entered into by the

Receiver or the Chargor, and if required by the Chargee, in priority to any existing encumbrances affecting the Property, including without limitation, charges and construction lien claims.

Upon the appointment of any such Receiver from time to time the following provisions shall apply:

- a. A Statutory Declaration of the Chargee or an Officer of the Chargee as to default under the provisions of this Charge shall be conclusive evidence thereof.
- b. Every such Receiver shall be the irrevocable agent or attorney of the Chargor for the collection of all rents falling due in respect to the Property, or any part thereof, whether in respect of any tenancies created in priority to this Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions.
- c. The Chargee may from time to time fix the remuneration of every such Receiver which shall be a charge on the Property, and may be paid out of the income therefrom or the proceeds of sale thereof.
- d. The appointment of every such Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Chargee a Chargee in possession in respect of the Property or any part thereof.
- e. In all instances, the Receiver shall be acting as the attorney or agent of the Chargor.
- f. Every such Receiver shall have full power to complete any unfinished construction upon the Property.
- g. Such Receiver shall have full power to manage, operate, amend, repair, or alter the Property or any part thereof in the name of the Chargor.
- h. The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Chargee's interest in the lands including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges which may be registered against the lands from time to time, whether or not such charges are prior to the interest of the Chargee in the Property; sale of the Property; applying for and executing all documents in any way related to any re-zoning applications, severance of lands pursuant to the provisions of the *Planning Act* (Ontario) as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the lands, including grants of lands or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent governmental authority, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the lands as a condominium; completing any application for first registration pursuant to the provisions of the *Land Titles Act* of Ontario or pursuant to the *Certification of Titles Act* (Ontario); and for all and every of the purposes aforesaid the Chargor does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the

Property, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Property, as fully and effectually to all intents and purposes as the Chargor could do if personally present and acting therein.

- i. The Receiver shall not be liable for any loss howsoever arising and the Receiver shall not be liable to the Chargor to account for monies received other than cash received by it in respect to the Property or any part thereof and out of such cash so received, every such Receiver shall pay in the following order:
 - i) its remuneration;
 - ii) all payments made or incurred by it in the exercise of its powers hereunder;
 - iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Property in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect to the Property or any part thereof.

The Chargor hereby irrevocably appoint the Chargee as his attorney to execute such consent or consents and all such documents as may be required in the sole discretion of the Chargee and/or its solicitors so as to give effect to the foregoing provisions and the signature of such attorney shall be valid and binding on the Chargor and all parties dealing with the Chargor, the Chargee and/or the Receiver and/or with respect to the Property in the same manner as if such documentation was duly executed by the Chargor himself.

23. EXPROPRIATION. If the Property or any part thereof shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the principal sum herein remaining unpaid shall, at the option of the Chargee, forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with a bonus to be determined by the Chargees which shall not be limited to but may, at the option of the Chargee, be equal to the aggregate of (a) three months interest at the said rate calculated on the amount of the principal remaining unpaid and (b) one month's interest at the rate provided for herein calculated on the principal remaining unpaid, for each full year of the term of this Charge or any part of such year from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of this Charge become due and payable and in any event all the proceeds of any expropriation shall be paid to the Chargee at his option in priority to the claims of any other party.

24. RENEWAL OR EXTENSION OF TIME. No renewal or extension of the term of this Charge given by the Chargee to the Chargor, or anyone claiming under the Chargor, or any other dealing by the Chargee with the owner of the equity of redemption of the Property shall in any way affect or prejudice the rights of the Chargee against the Chargor or any person liable for the payment of the monies hereby secured, and this Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount, notwithstanding that there may be subsequent encumbrancers. And it shall not be necessary to register any such agreement

25. REPRESENTATIONS AND WARRANTIES RESPECTING THE PROPERTY. The Chargor represents, warrants and agrees with the Chargees that:

- a. the Chargor is the lawful registered owner of the Property and has good and marketable title in fee simple to the Property, free of any liens or claims, except as shown on the registered title to the Property;
- b. the Chargor has the right to execute and deliver the Charge, and charge the Property and the Chargor's interest in it to the Chargee in accordance with the terms hereof;
- c. the Chargor has not done, omitted or permitted anything whereby the Property or the Chargor's interest in it or any part of it is or may be subject to any lien or claim;
- d. there are no limitations affecting title to the Chargor's interest in the Property, except as shown on the registered title to the Property; and
- e. on default under the Charge, the Chargee shall have quiet possession of the Property free from all liens and claims.

26. SERVICING FEES. All servicing fees as herein provided and as provided for in the Commitment Letter are intended to compensate the Chargee for the Chargee's administrative costs and shall not be deemed a penalty. The amount of such servicing fees, if not paid, shall be added to the principal amount secured hereunder and shall bear interest at the rate aforesaid and the Chargee shall have the same rights with respect to the collection of same as it does with respect to the collection of principal and interest hereunder or at law.

27. SALE OR CHANGE OF CONTROL. In the event of a further encumbrance or a sale, conveyance or transfer of the Property or any portion thereof, or a change in control of the Chargor or a change in the beneficial ownership of the Property or any portion thereof or a lease of the whole of the Property, all sums secured hereunder shall, unless the written consent of the Chargee has been first obtained, forthwith become due and payable at the Chargee's option. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under them, and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision.

Provided further that no permitted sale or other dealing by the Chargor with the Property or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

28. CHANGE OF USE. The Chargor covenants and agrees that he will not change or permit to be changed the use of the Property without the prior written consent of the Chargee, which consent shall not be unreasonably withheld, and further, at no time shall the Property be used in a manner that would contravene the legislation, laws, rules, requirements, orders, directions, ordinances and regulations of any applicable governmental authority in force from time to time.

29. INVALIDITY. If any of the covenants or conditions in this Charge inclusive of all schedules forming a part hereof shall be void for any reason it shall be severed from the remainder of the provisions hereof and the remaining provisions shall remain in full force and effect notwithstanding such severance.

30. HEADINGS. The headings with respect to the various paragraphs of this Charge are intended to be for identification of the various provisions of this Charge only, and the wording of such headings is not intended to have any legal effect.

31. CONFLICT WITH STANDARD CHARGE TERMS. Where there is conflict or inconsistency between any of the provisions contained in this Schedule and the Standard Charge Terms 200033, the Chargee may elect as to which provisions apply.

32. INTERPRETATION. All references herein to the "Chargor", or the "Chargee" shall be deemed to mean the Chargor, its successors and assigns, and the Chargee, its successors and assigns, as the case may be, and all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor and the Chargee shall be equally binding upon their successors and assigns, as the case may be. It is understood and agreed that in construing this clause, the words "Chargor" and "Chargee" and the personal pronoun "she", "he", "it" or "his", "her" or "its" relating thereto and used therewith shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "his", "her", "it", "its", or "their" respectively as the number and gender of the party or parties referred to in each case require, and the verb used in relation therewith shall be construed as agreeing with the said word or pronoun so substituted.

Properties

P/I N 22507 - 0109 LT
Description LT 6 PL 655 KITCHENER; KITCHENER
Address 169 BORDEN AVE NUE
KITCHENER

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
WR804321	2014 02 25	Charge/Mortgage

Party From(s)

Name MC TRUSTEE (KITCHENER) LTD.
Address for Service c/o Tier 1 Transaction Advisory Services
Inc.
3655 Kingston Road, Toronto ON M1M
1S2

I, RAJ SINGH, PRESIDENT, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name OLYMPIA TRUST COMPANY
Address for Service 2200, 125-9th Avenue SE, Calgary,
Alberta T2P 0P6

I, Rachel Arnold, Supervisor and Ann Le, Supervisor, 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 2174217 ONTARIO INC.
Address for Service 147 Bentworth Avenue, Suite A, Toronto ON M6A 1P6

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number WR867451 registered on 2015/02/17
This document relates to registration no.(s) WR804321, WR804323 and WR811879

Signed By

Bernard Erwin Gropper Suite 300, 261 Davenport Road acting for Party Signed 2015 02 17
Toronto From(s)
M5R 1K3

Tel 416-962-3000
Fax 416-487-3002

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

Submitted By

BERNARD GROPPER Suite 300, 261 Davenport Road 2015 02 17
Toronto
M5R 1K3

Tel 416-962-3000
Fax 416-487-3002

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Fees/Taxes/Payment	
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Total Paid	\$60.00
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Properties

PIN 22507 - 0109 LT
Description LT 6 PL 655 KITCHENER; KITCHENER
Address 169 BORDEN AVE NUE
 KITCHENER

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name MEMORY CARE INVESTMENTS (KITCHENER) LTD.
Address for Service 51-A Caldari Road
 Suite 1-M
 Vaughan ON L4K 4G3

I, John Evan Davies, ASO, 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 2174217 ONTARIO INC.
Address for Service 147 Bentworth Avenue
 Suite A
 Toronto ON M6A 1P6

I, Don Mintz, ASO, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, WR867451 registered on 2015/02/17 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration no.(s) WR867451

Signed By

Bernard Erwin Gropper Suite 300, 261 Davenport Road acting for Signed 2015 09 09
 Toronto Applicant(s)
 M5R 1K3

Tel 416-962-3000
 Fax 416-487-3002

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

Submitted By

BERNARD GROPPER Suite 300, 261 Davenport Road 2015 09 09
 Toronto
 M5R 1K3

Tel 416-962-3000
 Fax 416-487-3002

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Party To Client File Number : 3692

LOAN EXTENSION AGREEMENT

THIS AGREEMENT made as of the 17th day of August, 2015

BETWEEN:

2174217 ONTARIO INC. a corporation incorporated and organized under the laws of the Province of Ontario, having a business address of 147 Bentworth Avenue, Suite A, Toronto, Ontario (the "**Lender**")

- and -

MEMORY CARE INVESTMENTS (KITCHENER) LTD., a corporation incorporated and existing under the laws of the Province of Ontario, having a business address of 51-A Caldari Road, Suite 1-M, Vaughan, Ontario (the "**Borrower**")

- and -

JOHN EVAN DAVIES, an individual residing at 24 Country Club Drive, King City, Ontario (the "**Guarantor**")

WITNESSES THAT WHEREAS:

- a. pursuant to a commitment letter (the "**Commitment**") among the Borrower, the Lender and the Guarantor dated the 2nd day of February, 2015 and executed by the Borrower and the Guarantor on the 5th day of February, 2015, the Lender agreed to lend \$950,000.00 (the "**Loan**") to the Borrower, on the terms and subject to the conditions set out therein;
- b. as security for the Loan, the Borrower executed and delivered in favour of the Lender a General Security Agreement (the "**GSA**") dated February 17, 2015;
- c. the Guarantor has evidenced his guarantee of the Loan by the execution and delivery to the Lender of a Guarantee (the "**Guarantee**") dated February 17, 2015;
- d. the obligations of the Borrower and the Guarantor to the Lender in respect of, inter alia, the Loan, the Commitment and the Guarantee are secured by a Charge/Mortgage of Land (the "**Charge**") registered against the property legally described as Lot 6, Plan 655, Kitchener (PIN 22507-0109) and municipally known as 169 Borden Avenue, Kitchener ON (the "**Property**") which Charge was registered in the Land Titles Division of Waterloo (Number 58) on the 17th day of February, 2015 as Instrument Number WR867451;

- e. the security interests granted by the Borrower in respect of the GSA were perfected by registration of a financing statement against the Borrower pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”) on February 17, 2015 bearing reference file number 703659546;
- f. the assignment and postponement provisions of the Guarantee were perfected by registration of a financing statement against the Guarantor pursuant to the PPSA on February 17, 2015 bearing reference file number 703659618;
- g. as further security for the Loan, the Borrower and the Guarantor executed and delivered such other documentation (the “**Ancillary Documents**”) in favour of the Lender as required and contemplated by the Commitment;
- h. on the date hereof the principal sum of Nine Hundred and Fifty Thousand Dollars (\$950,000.00) remains outstanding on the Loan and secured by the Charge; and
- i. the parties hereto have agreed to vary certain terms of the Loan and the Charge as hereinafter set out;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The date on which the principal balance of the Loan and the Charge shall be due and payable shall be extended by eight (8) months (the “**Extension Period**”), such that the principal balance of the Loan and the Charge (and all interest and costs related to and/or accrued thereon) shall be due and payable on April 17, 2016.
2. The Commitment and the Charge be and are hereby amended to reflect the fact that the Balance Due Date and the Last Payment Date be and are April 17, 2016.
3. The interest payments for the Loan and the Charge due and payable for the Extension Period have been paid by the Borrower and received by the Lender.
4. The Loan and the Charge shall be closed for repayment until the Maturity Date, provided that the Borrower may repay the Loan prior to the Maturity Date and receive a discharge of the Lender’s security in respect thereof, if interest all interest on the Loan, and all other costs of expenses of the Loan or the Charge, are paid until the Maturity Date.
5. In all other respects, the parties confirm the terms and conditions contained in the Commitment, the Charge, the GSA, the Guarantee and the Ancillary Documents; which in all respects shall remain in full force and effect, and unamended, except as set out herein.
6. Nothing herein contained shall create any merger or alter the rights of the Lender as against any subsequent encumbrancer or other person with an interest in the Property, nor affect the liability of any person not a party hereto who may be liable to pay the sums evidenced by the

Commitment or secured by the Chargee, all of which rights are hereby reserved.

- 7. The provisions of this document shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto.
- 8. Each of the parties hereto will, upon the written request of any other party hereto, do all such acts and execute all such further documents, and will cause the doing of all such acts and the execution of all such further documents as are within its power to cause the doing or execution of, in order to more effectively evidence the foregoing.
- 9. Each of the parties hereto authorizes and directs Bernard Gropper, Barrister and Solicitor, to sign and register electronically, a Notice of this Agreement on title to the Property.

IN WITNESS WHEREOF each of the Lender, the Borrower and the Guarantor have executed this Agreement as of the day and date first above written.

2174217 ONTARIO INC.

Per: “Don Mintz”
Don Mintz, ASO

I have authority to bind the Corporation

**MEMORY CARE INVESTMENTS
(KITCHENER) LTD.**

Per: “John Evan Davies”
John Evan Davies, ASO

I have authority to bind the Corporation

)	
)	
)	<u>“John Evan Davis”</u>
Witness)	John Evan Davies

Properties

PIN 24821 - 0207 LT *Interest/Estate* Fee Simple
Description FIRSTLY: PT LT 17 CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET AS IN 333503
EXCEPT THE EASEMENT THEREIN, S/T TW22975 SECONDLY: PT LT 17 CON 3
TRAFALGAR, SOUTH OF DUNDAS STREET DES AS PTS 2, 3, PL 20R6837, S/T
TW22975, TW23033; TOWN OF OAKVILLE
Address 105 GARDEN DRIVE
OAKVILLE

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 MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
Address for Service 51A Caldari Road, Suite 1-M
Vaughan, Ontario L4K 4G3

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

Chargee(s)

Capacity

Share

Name 2174217 ONTARIO INC.
Address for Service 147 Bentworth Avenue, Suite A,
Toronto, Ontario M6A 1P6

Trustee

Statements

Schedule: See Schedules

Provisions

Principal \$1,250,000.00 *Currency* CDN
Calculation Period see schedule
Balance Due Date 2017/08/06
Interest Rate see schedule
Payments
Interest Adjustment Date 2016 07 06
Payment Date 6th day of each and every month
First Payment Date 2016 08 06
Last Payment Date 2017 08 06
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor JOHN EVAN DAVIES

Additional Provisions

See Schedules

Signed By

Susan Jean Schell 201-1451 Royal York Rd. acting for Chargor Signed 2016 07 07
Toronto (s)
M9P 3B2

Tel 416-243-0532
Fax 4162432754

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

Submitted By

SUSAN J SCHELL LAW OFFICE

201-1451 Royal York Rd.
Toronto
M9P 3B2

2016 07 08

Tel 416-243-0532

Fax 4162432754

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Chargor Client File Number : NAIMAN

GUARANTOR CLAUSE

I, JOHN EVAN DAVIES hereby agree as follows:

IN CONSIDERATION of the premises and of the mortgagee advancing the said money to the mortgagor, the guarantor do hereby absolutely and unconditionally guarantee to the mortgagee, its successors and assigns, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of this mortgage by the mortgagor, and the guarantor, for themselves, their heirs, executors and administrators, successors or assigns, covenant with the mortgagee that if the mortgagor shall at any time make default in the punctual payment of any moneys payable hereunder, he or they will pay all such moneys to the mortgagee without any demand being required to be made.

AND it is hereby expressly declared that, although as between the guarantor and the mortgagor, the guarantor is only surety for the payment by the mortgagor of the moneys hereby guaranteed, yet as between the guarantor and the mortgagee, the guarantor shall be considered as primarily liable therefore and that no release or releases of any portion or portions of the mortgagee in respect of any default by the mortgagor or any successor which may arise under this mortgage, and that no extension or extensions granted by the mortgagee to the mortgagor or any successor for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed, or performed by the mortgagor or any successor nor any variation in or departure from the provisions of this mortgage nor any release of the mortgagor or any other thing whatsoever whereby the guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the mortgagee or affect the liability of the guarantor in any way under this covenant, which shall continue and be binding on the guarantor, and as well after as before default and after a before maturity of said loan, until the said money are fully paid and satisfied.

AND any payment by the guarantor of any moneys under his or their guarantee shall not in any event be taken to affect the liability of the mortgagor for payment thereof but such liability shall remain unimpaired and enforceable by the guarantor against the mortgagor and the guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the mortgagor to all rights, privileges and powers to which the mortgagee was entitled prior to payment by such guarantor; PROVIDED, NEVERTHELESS, that the guarantor shall not be entitled in any event to rank for payment against the mortgaged premises in competition with the mortgagee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the mortgage shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the mortgagee.

AND it is further hereby expressly declared that the release of any of the guarantors from his or their liability hereunder shall not affect the liability of the remaining guarantor or guarantors, which shall remain unimpaired and still in full force and effect as if the guarantor or guarantors so released had not been a party, or parties to this agreement.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the guarantor or guarantors shall be equally binding upon his, or their heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

The Mortgagee may vary any agreement or arrangement with the guarantor and grant extensions of time or otherwise deal with them, their executors or administrator, without any consent on the part of the mortgagor.

All terms and conditions in this schedule shall be incorporated into the mortgage/charge (the "Charge") to which it is attached.

INTEREST RATE: Interest is calculated and payable at the rate of 12% per annum calculated monthly, for the first twelve months of the mortgage. After the 6th day of July, 2017, interest is calculated and payable at the rate of 20% per annum calculated monthly.

PAYMENTS:

The principal secured under this Charge is due and payable in accordance with the payment provisions of the mortgage document.

Payments are interest only and are payable on the 6th day of each month. The first payment of interest is due on the 6th day of August, 2016 and thereafter on the 6th day of each month until the 6th day of August, 2017. The interest adjustment date is July 6th, 2016.

Any funds received for payment of this Charge after 2:00 p.m. Eastern Standard Time will be deemed to be received on the next banking day.

PREPAYMENT PRIVILEGES

This mortgage is open for prepayment in full at any time upon delivery of 30 days' written notice to the Chargee.

DUE ON SALE

Provided that in the event of the Chargor selling, conveying, transferring or entering into any agreement to sell or transfer the title of the lands hereby charged to a purchaser, grantee or transferee not approved in writing by the Chargee, then, at the option of the Chargee, all monies hereby secured together with all accrued interest thereon shall forthwith become due and payable. If the mortgage, at the option of the Chargee becomes due and payable as a result of the sale or other dealing with the land the Chargor shall pay in addition to the principal and interest outstanding, a further payment equal to the amount of interest which would otherwise have accrued during the balance of the term of the mortgage if the mortgage had not been prepaid.

DISHONOURED CHEQUES

The Chargor shall pay an administration fee to the Chargee for every dishonoured cheque in the amount of \$375.00. Late interest is charged at the mortgage rate on any late payment received after the due date.

RENEWAL

There is no right of the Chargor to renew or extend the Charge. Any agreement for renewal or extension of the term of this Charge or for any variation of its terms and conditions must be in writing. Registration of the renewal or amendment shall not be required to bind any subsequent encumbrancers or assignees.

A fee of \$250.00 is payable to the Chargee to process any request for renewal or extension by the Chargor.

Upon the maturity date of the mortgage, if the mortgage has not been renewed or repaid, the Chargor agrees to pay interest on the unpaid principal balance at the rate of 20% per annum, calculated monthly and not in advance.

The Chargee also reserves the right to charge reasonable fees for other administrative services such as, but not limited to, discharges, assumptions, transfers, payment frequency changes, mortgage statements, etc. and the Chargor agrees to pay such fees.

DEFAULT:

1. A bonus equal to three (3) months interest is payable to the Chargee on any default by the Chargor.

2. The following administrative fees are payable to the Chargee on any default by the Chargor:

- (a) \$200.00 for each Collection Letter sent;
- (b) \$200.00 for each tax status inquiry;
- (c) \$500.00 for dealing with non-payment of premiums or cancellation of a fire insurance policy;
- (d) \$500.00 for each attendance to view or inspect the property;
- (e) \$750.00 for each notice of sale sent;
- (f) \$1,500.00 for each action or proceeding instituted

PLUS all legal disbursements and fees incurred.

Properties

PIN 24821 - 0207 LT
Description FIRSTLY: PT LT 17 CON 3 TRAFALGAR, SOUTH OF DUNDAS STREET AS IN 333503
EXCEPT THE EASEMENT THEREIN, S/T TW22975 SECONDLY: PT LT 17 CON 3
TRAFALGAR, SOUTH OF DUNDAS STREET DES AS PTS 2, 3, PL 20R6837, S/T
TW22975, TW23033; TOWN OF OAKVILLE
Address 103 & 109 GARDEN AVENUE
OAKVILLE

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
HR1060601	2012 10 29	Charge/Mortgage

Party From(s)

Name 2223947 ONTARIO LIMITED
Address for Service c/o Tier 1 Transaction Advisory Services
Inc.
3100 Steeles Avenue East
Suite 902
Markham, Ontario L3R 8T3

I, Raj Singh, Authorized Signing Officer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name OLYMPIA TRUST COMPANY
Address for Service OLYMPIA TRUST COMPANY
2200, 125 9TH Ave. S. E.
Calgary, Alberta
T2G 0P6

I, Johnny Luong, Team Lead and Vibha Bhagat, Supervisor, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)

<i>Name</i>	<i>Capacity</i>	<i>Share</i>
2174217 ONTARIO INC.	Trustee	

Address for Service 147 Bentworth Avenue, Suite A, Toronto, Ontario M6A 1P6

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HR1372638 registered on 2016/07/08
This document relates to registration no.(s)HR1060601, HR1060668, HR1073163, HR1185769, HR1185770, HR1266498 and HR1266500.

Signed By

Susan Jean Schell 201-1451 Royal York Rd. acting for Party Signed 2016 07 08
Toronto From(s)
M9P 3B2

Tel 416-243-0532
Fax 4162432754

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

Submitted By

SUSAN J SCHELL LAW OFFICE 201-1451 Royal York Rd. 2016 07 08
Toronto
M9P 3B2

Submitted By

Tel 416-243-0532
Fax 4162432754

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

File Number

Party From Client File Number : 14336

Properties

PIN 07074 - 0452 LT *Interest/Estate* Fee Simple
Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
Address 2168 GHENT BURLINGTON

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 1703858 ONTARIO LTD.
Address for Service 51A Caldari Road, Suite 1-M
 Vaughan, Ontario L4K 4G3

I, JOHN EVAN DAVIES, Director, President and Secretary, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)**Capacity****Share**

Name 2174217 ONTARIO INC.
Address for Service 147 Bentworth Avenue, Suite A
 Toronto, Ontario M6A 1P6

Trustee

Statements

Schedule: See Schedules

Provisions

Principal \$1,250,000.00 *Currency* CDN
Calculation Period see schedule
Balance Due Date 2017/08/06
Interest Rate see schedule
Payments
Interest Adjustment Date 2016 07 06
Payment Date 6th day of each and every month
First Payment Date 2016 08 06
Last Payment Date 2017 08 06
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor JOHN EVAN DAVIES

Additional Provisions

See Schedules

Signed By

Susan Jean Schell 201-1451 Royal York Rd. acting for Chargor Signed 2016 07 08
 Toronto (s)
 M9P 3B2

Tel 416-243-0532
 Fax 4162432754

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

Submitted By

SUSAN J SCHELL LAW OFFICE

201-1451 Royal York Rd.
Toronto
M9P 3B2

2016 07 08

Tel 416-243-0532

Fax 4162432754

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

GUARANTOR CLAUSE

I, JOHN EVAN DAVIES hereby agree as follows:

IN CONSIDERATION of the premises and of the mortgagee advancing the said money to the mortgagor, the guarantor do hereby absolutely and unconditionally guarantee to the mortgagee, its successors and assigns, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of this mortgage by the mortgagor, and the guarantor, for themselves, their heirs, executors and administrators, successors or assigns, covenant with the mortgagee that if the mortgagor shall at any time make default in the punctual payment of any moneys payable hereunder, he or they will pay all such moneys to the mortgagee without any demand being required to be made.

AND it is hereby expressly declared that, although as between the guarantor and the mortgagor, the guarantor is only surety for the payment by the mortgagor of the moneys hereby guaranteed, yet as between the guarantor and the mortgagee, the guarantor shall be considered as primarily liable therefore and that no release or releases of any portion or portions of the mortgagee in respect of any default by the mortgagor or any successor which may arise under this mortgage, and that no extension or extensions granted by the mortgagee to the mortgagor or any successor for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, to be done, observed, or performed by the mortgagor or any successor nor any variation in or departure from the provisions of this mortgage nor any release of the mortgagor or any other thing whatsoever whereby the guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the mortgagee or affect the liability of the guarantor in any way under this covenant, which shall continue and be binding on the guarantor, and as well after as before default and after a before maturity of said loan, until the said money are fully paid and satisfied.

AND any payment by the guarantor of any moneys under his or their guarantee shall not in any event be taken to affect the liability of the mortgagor for payment thereof but such liability shall remain unimpaired and enforceable by the guarantor against the mortgagor and the guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the mortgagor to all rights, privileges and powers to which the mortgagee was entitled prior to payment by such guarantor; PROVIDED, NEVERTHELESS, that the guarantor shall not be entitled in any event to rank for payment against the mortgaged premises in competition with the mortgagee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the mortgage shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the mortgagee.

AND it is further hereby expressly declared that the release of any of the guarantors from his or their liability hereunder shall not affect the liability of the remaining guarantor or guarantors, which shall remain unimpaired and still in full force and effect as if the guarantor or guarantors so released had not been a party, or parties to this agreement.

ALL covenants, liabilities and obligations entered into or imposed hereunder upon the guarantor or guarantors shall be equally binding upon his, or their heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and all such covenants and liabilities and obligations shall be joint and several.

The Mortgagee may vary any agreement or arrangement with the guarantor and grant extensions of time or otherwise deal with them, their executors or administrator, without any consent on the part of the mortgagor.

All terms and conditions in this schedule shall be incorporated into the mortgage/charge (the "Charge") to which it is attached.

INTEREST RATE: Interest is calculated and payable at the rate of 12% per annum calculated monthly, for the first twelve months of the mortgage. After the 6th day of July, 2017, interest is calculated and payable at the rate of 20% per annum calculated monthly.

PAYMENTS:

The principal secured under this Charge is due and payable in accordance with the payment provisions of the mortgage document.

Payments are interest only and are payable on the 6th day of each month. The first payment of interest is due on the 6th day of August, 2016 and thereafter on the 6th day of each month until the 6th day of August, 2017. The interest adjustment date is July 6th, 2016.

Any funds received for payment of this Charge after 2:00 p.m. Eastern Standard Time will be deemed to be received on the next banking day.

PREPAYMENT PRIVILEGES

This mortgage is open for prepayment in full at any time upon delivery of 30 days' written notice to the Chargee.

DUE ON SALE

Provided that in the event of the Chargor selling, conveying, transferring or entering into any agreement to sell or transfer the title of the lands hereby charged to a purchaser, grantee or transferee not approved in writing by the Chargee, then, at the option of the Chargee, all monies hereby secured together with all accrued interest thereon shall forthwith become due and payable. If the mortgage, at the option of the Chargee becomes due and payable as a result of the sale or other dealing with the land the Chargor shall pay in addition to the principal and interest outstanding, a further payment equal to the amount of interest which would otherwise have accrued during the balance of the term of the mortgage if the mortgage had not been prepaid.

DISHONOURED CHEQUES

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RENEWAL

There is no right of the Chargor to renew or extend the Charge. Any agreement for renewal or extension of the term of this Charge or for any variation of its terms and conditions must be in writing. Registration of the renewal or amendment shall not be required to bind any subsequent encumbrancers or assignees.

A fee of \$250.00 is payable to the Chargee to process any request for renewal or extension by the Chargor.

Upon the maturity date of the mortgage, if the mortgage has not been renewed or repaid, the Chargor agrees to pay interest on the unpaid principal balance at the rate of 20% per annum, calculated monthly and not in advance.

The Chargee also reserves the right to charge reasonable fees for other administrative services such as, but not limited to, discharges, assumptions, transfers, payment frequency changes, mortgage statements, etc. and the Chargor agrees to pay such fees.

DEFAULT:

1. A bonus equal to three (3) months interest is payable to the Chargee on any default by the Chargor.

2. The following administrative fees are payable to the Chargee on any default by the Chargor:

- (a) \$200.00 for each Collection Letter sent;
- (b) \$200.00 for each tax status inquiry;
- (c) \$500.00 for dealing with non-payment of premiums or cancellation of a fire insurance policy;
- (d) \$500.00 for each attendance to view or inspect the property;
- (e) \$750.00 for each notice of sale sent;
- (f) \$1,500.00 for each action or proceeding instituted

PLUS all legal disbursements and fees incurred.

Properties

PIN 07074 - 0452 LT
Description PT LT 6 , PL 125 , AS IN 641723 & PT LT 6 , PL 125 , AS IN 205910; CITY OF BURLINGTON
Address 2170 GHENT AVENUE
BURLINGTON

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
HR1100779	2013 05 17	Charge/Mortgage

Party From(s)

Name 2223947 ONTARIO LIMITED
Address for Service c/o Tier 1 Transaction Advisory Services Inc.
3100 Steeles Avenue East
Suite 902
Markham, Ontario L3R 8T3

I, Raj Singh, Authorized Signing Officer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name OLYMPIA TRUST COMPANY
Address for Service OLYMPIA TRUST COMPANY
2200, 125 9TH Ave. S. E.
Calgary, Alberta
T2G 0P6

I, Johnny Luong, Team Lead and Vibha Bhagat, Supervisor, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

<i>Name</i>	2174217 ONTARIO INC.	Trustee
<i>Address for Service</i>	147 Bentworth Avenue, Suite A, Toronto, Ontario M6A 1P6	

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number HR1372645 registered on 2016/07/08

This document relates to registration no.(s)HR1100779, HR1100786, HR1103691, HR1223442, HR1267660, HR1267674 and HR1280794.

Signed By

Susan Jean Schell	201-1451 Royal York Rd. Toronto M9P 3B2	acting for Party From(s)	Signed	2016 07 08
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Tel 416-243-0532
Fax 4162432754

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

Submitted By

SUSAN J SCHELL LAW OFFICE	201-1451 Royal York Rd. Toronto M9P 3B2	2016 07 08
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Tel 416-243-0532
Fax 4162432754

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

File Number

Party From Client File Number : 14337

TAB 26

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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161142.51

REPORT : PSSR060
PAGE : 1
(4265)

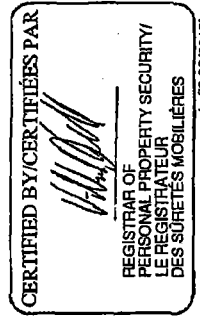
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (KITCHENER) LTD.
FILE CURRENCY : 27MAR 2017

ENQUIRY NUMBER 20170328161142.51 CONTAINS 5 PAGE(S), 1 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9



CONTINUED . . .



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161142.51

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (KITCHENER) LTD.
27MAR 2017

REGISTRATION STATEMENT / CLAIM FOR LEASE

FILE NUMBER
703659546

CAUTION PAGE TO MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 002 20150217 1443 1862 1651 P PPSA 2

ON ONTARIO CORPORATION NO. 2372509
L4K 4G3

ON ONTARIO CORPORATION NO.

00 DEBTOR NAME MEMORY CARE INVESTMENTS (KITCHENER) LTD.
01 51A CALDARI ROAD, SUITE 1-M VAUGHAN

02 DEBTOR ADDRESS 51A CALDARI ROAD, SUITE 1-M VAUGHAN
03 BUSINESS NAME MEMORY CARE INVESTMENTS (KITCHENER) LTD.
04 51A CALDARI ROAD, SUITE 1-M VAUGHAN

05 SECURED PARTY 2174217 ONTARIO INC.
06 147 BENTWORTH AVENUE, SUITE A TORONTO
07 147 BENTWORTH AVENUE, SUITE A TORONTO

08 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES

09 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES

10 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES

11 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES

12 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES

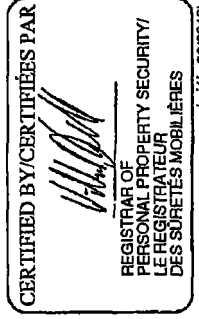
13 GENERAL CREDITOR RELATING TO THE PROPERTY, ASSETS AND UNDERTAKING OF THE DEBTOR LOCATED AT, OR USED IN CONNECTION WITH, THE PROPERTY

14 REGISTERING BERNARD GROPPER

15 REGISTERING BERNARD GROPPER

16 REGISTERING BERNARD GROPPER

17 REGISTERING BERNARD GROPPER



CONTINUED... 3

RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161142.51

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

REPORT : PSSR060
 PAGE : 4
 (4268)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (KITCHENER) LTD.
 FILE CURRENCY : 27/MAR 2017

FORM 26 RENEWING CHANGE STATEMENT / CHANGE STATEMENT

01 REGISTRATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 21 BILLING NO. OF PAGES 001 UNDER

02 KALE NUMBER 703659546

03 PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RESIDUAL
 24 B RENEWAL

04 FIRST GIVEN NAME SURNAME INITIAL SURNAME

05 BUSINESS NAME MEMORY CARE INVESTMENTS (KITCHENER) LTD.

06 ADDRESS

07 ADDRESS

08 ASSIGNOR SECURED PARTY/ TEN. CLAIMANT/ ASSIGNEE

09 ADDRESS

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE DATE OF NO. FIXED
 11 YEAR MAKE MODEL V. I. N. ACCOUNT NUMBER OF MOTOR VEHICLE

12 MOTOR VEHICLE

13 GENERAL

14 COLLATERAL CLASSIFICATION

15 BUSINESS DESCRIPTION

16 SECURED PARTY/ AGENT OR ADDRESS MINDEN GROSS LLP (KLK) TORONTO MSH 4G2
 17 SECURED PARTY/ ADDRESS 145 KING STREET WEST, SUITE 2200

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

CERTIFIED BY/CERTIFIÉS PAR
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRÉTÉS MOBILIÈRES
 (s/26s 09/2013)



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161142.51

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


REPORT : PSSR060
PAGE : 5
(4269)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (KITCHENER) LTD.
FILE CURRENCY : 27MAR 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
703659546	20150217 1443 1862 1651	20161220 1450 1590 3783	

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

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SURETÉS MOBILIÈRES
(enfs 09/2013)



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

REPORT : P5SR060
PAGE : 1
(4270)

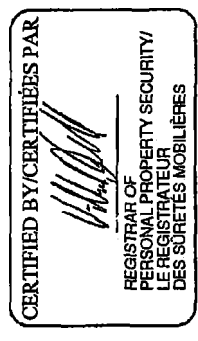
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENCY : 27MAR 2017

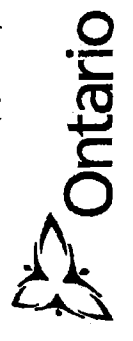
ENQUIRY NUMBER 20170328161147.27 CONTAINS 33 PAGE(S), 2 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9



CONTINUED... 2



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147-27

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

REPORT : PSSR050
PAGE : 2
(4271)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CHANGE: 27MAR 2017

NAME OF FINANCING STATEMENT / CLAIM FOR LIEEN: [REDACTED]

00 FILE NUMBER: 723521817

01 SEARCH PAGE: 001 1
NO. OF PAGES: 001 1
REGISTRATION NUMBER: 20161220 1131 1590 3736 P PPSA 2

02 DEBTOR NAME: MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
03 BUSINESS NAME: MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
04 ADDRESS: 2355 SKYMARK AVE., STE. 300 MISSISSAUGA ON L4W 4Y6
ONTARIO CORPORATION NO. [REDACTED]

05 DEBTOR NAME: [REDACTED]
06 BUSINESS NAME: [REDACTED]
07 ADDRESS: [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

08 SECURED PARTY: 2174217 ONTARIO INC.
09 ADDRESS: 147 BENTWORTH AVENUE, UNIT A TORONTO ON M6A 1P6

10 COLLATERAL CLASSIFICATION: [REDACTED]
CONSUMER GOODS: [REDACTED] MOTOR VEHICLE: [REDACTED] AMOUNT: [REDACTED] DATE OF MATURITY: [REDACTED]

11 MOTOR VEHICLE: [REDACTED] YEAR: [REDACTED] MAKE: [REDACTED] MODEL: [REDACTED] VIN: [REDACTED]

13 GENERAL: [REDACTED]
14 COLLATERAL: [REDACTED]
15 DRESSER: [REDACTED]

16 REGISTERING AGENT: MINDEN GROSS LLP (KLK)
17 ADDRESS: 145 KING STREET WEST, SUITE 2200 TORONTO ON M5H 4G2

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTRATEUR DES SURETÉS MOBILIÈRES
(c)1/15 09/2013



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 3
(4272)

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

FORM IC FINANCING STATEMENT / CHAM FOR LITEN
FILE NUMBER 682563951
SEARCH CONDUCTED ON 27MAR 2017
FILE CURRENT
TYPE OF SEARCH
PAGE NO. OF PAGES 30
REGISTRATION NO. 20121031 1723 1590 0136 P PPSA 5
REGISTRATION PERIOD

00
01
02
03
04
05
06
07
08
09
10

DATE OF BIRTH
FIRST GIVEN NAME
LAST GIVEN NAME
INITIAL
SURNAME
BUSINESS NAME
ADDRESS
DATE OF BIRTH
FIRST GIVEN NAME
INITIAL
SURNAME
REGISTERED CORPORATION NO. 2330709
ON LAW 4Y6
ONTARIO CORPORATION NO.

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
2355 SKYMARK AVENUE, SUITE 300
MISSISSAUGA
IMELDA CACAYURAN
44 ARBUTUS CRESCENT
SCARBOROUGH ON M1P 1W9

COMPARABLE CLASSIFICATION
CONSUMER
SECURITY EQUIPMENT ACCUM'S OTHER INCLUDED
DATE OF PURCHASE OR MATURE DATE
31OCT2017

11
12
13
14
15
16
17

YEAR MAKE MODEL
MOTOR VEHICLE
GENERAL SECURITY AGREEMENT
HARRIS + HARRIS LLP - 12311-GHH/DAB
300 - 2355 SKYMARK AVENUE
MISSISSAUGA ON LAW 4Y6
REGISTERING AGENT
ADDRESS
FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CERTIFIED BY/CER TIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR DES SOCIÉTÉS MOBILIÈRES
(c/j1s 09/2019)



CONTINUED... 4

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 6
(4275)

NAME OF SEARCHER BUSINESS DEBTOR
SEARCH CONDUCTED ON MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CREATION DATE 27MAR 2017

FORM 10 FINANCING STATEMENT / CLAIM FOR GLEN

FILE NUMBER
682563951

IGNITION PAGE NO. OF PAGES MOTOR VEHICLE REGISTRATION NO. REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE MEMBER UNDER PERIOD
004 30 20121031 1723 1590 0136

01 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

02 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

03 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

04 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

05 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

06 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

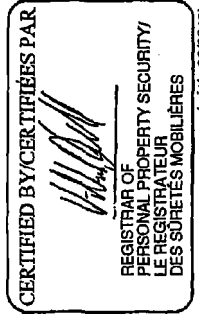
07 DEBTOR NAME BUSINESS NAME ADDRESS FIRST GIVEN NAME INITIAL SURNAME ENTERED CORPORATION INC.

08 SECURED PARTY / WAI-PANG CHU
DEBTOR NAME ADDRESS

09 SECURED PARTY / 47 WITHYCOMBE CRES.
DEBTOR NAME ADDRESS

10 COMPANY CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF MATURITY OF
CONSISTENT EQUIPMENT ACCOUNTS OTHER INCURRED WAPURDAY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL
12 VEHICLE
13 GENERAL
14 COLLEGEWAY
15 DISPOSITION
16 REGISTERING
17 AGENT ADDRESS



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 7
(4276)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENTLY 27MAR 2017

FORM IC FINANCIAL STATEMENT / CLAIM FOR EFTS

00 FILE NUMBER
682563951

01 SEARCH TOTAL PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
NO. OF PAGES SCHEDULE NUMBER INDEX PERIOD
30 20121031 1723 1590 0136

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

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

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

08 SECURED PARTY ELIZABETH MEE-TACK CHUN
09 DEBTOR ADDRESS 2100 JOHN STREET, #316 THORNHILL ON L3T 7S6

10 COMPARATIVE CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF MATURITY OR SECURITY DATE
CONSUMERS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 YEAR MAKE MODEL

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING ADDRESS

17 AGENT ADDRESS

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SURETÉS MOBILIÈRES
(cf/11s 09/2013)



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 8
(4277)

NAME OF SEARCHER BUSINESS DEBTOR
SEARCH CONDUCTED ON MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE'S NUMBER 27MAR 2017

FORM FOR ADVANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
682563951

01 REGISTRATION PAGE MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
SELLING NO. OF PAGES 006 20121031 1723 1590 0136
30

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS
05 DATE OF BIRTH
06 BUSINESS NAME
07 ADDRESS

08 SEARCH PARTY /
09 DEBTOR CLAIMANT

10 MOTOR VEHICLE
11 GENERAL DESCRIPTION

12 REGISTERING AGENT
13 GENERAL DESCRIPTION

14 REGISTERING AGENT
15 GENERAL DESCRIPTION

16 REGISTERING AGENT
17 GENERAL DESCRIPTION

18 REGISTERING AGENT
19 GENERAL DESCRIPTION

20 REGISTERING AGENT
21 GENERAL DESCRIPTION

22 REGISTERING AGENT
23 GENERAL DESCRIPTION

24 REGISTERING AGENT
25 GENERAL DESCRIPTION

26 REGISTERING AGENT
27 GENERAL DESCRIPTION

28 REGISTERING AGENT
29 GENERAL DESCRIPTION

30 REGISTERING AGENT
31 GENERAL DESCRIPTION

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/jtis 09/2019)



CONTINUED... 9

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

REPORT : PSSR060
 PAGE : 9
 (4278)

RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161147.27

NAME OF SEARCHED BUSINESS DEBTOR
 SEARCH COMPLETION MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 FILE CURRENCY 27MAR 2017

FORM OF FINANCING STATEMENT / CLAIM FOR UPON

FILE NUMBER
 682563951

00 CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO OF PAGES SCHEDULE NUMBER UNDER PERIOD
 007 30 20121031 1723 1590 0136

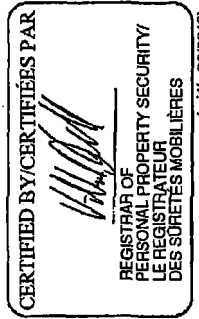
01 NAME OF BIRTH SURNAME
 02 DEBTOR NAME SURNAME
 03 BUSINESS NAME SURNAME
 04 ADDRESS SURNAME
 05 DEBTOR NAME SURNAME
 06 BUSINESS NAME SURNAME
 07 ADDRESS SURNAME

08 SECURED PARTY SURNAME
 09 DEBTOR NAME SURNAME
 ADDRESS SURNAME
 474 SONOMA BLVD.
 WOODBRIDGE ON L4H 2S2
 ONTARIO CORPORATION NO.

10 COMPANY REGISTRATION NO. MOTOR VEHICLE AMOUNT DATE OF REGISTRATION
 GENERAL COLLATERAL DESCRIPTION
 YEAR MAKE MODEL
 11 MOTOR VEHICLE
 12 GENERAL COLLATERAL DESCRIPTION
 13 REGISTERING AGENT
 14 REGISTERING AGENT ADDRESS

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CONTINUED... 10



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147-27

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

REPORT : PSSR060
PAGE : 10
(4279)

TYPE OF SEARCH: BUSINESS DEBTOR
SEARCH CONDUCTED ON: MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE NUMBER: 27MAR 2017

00 [REDACTED] FILE NUMBER: 682563951

01 [REDACTED] CAPTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NUMBER UNDER PERIOD
[REDACTED] 008 30 20121031 1723 1590 0136

02 [REDACTED] DEBTOR NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED] ONTARIO CORPORATION NO: [REDACTED]
03 [REDACTED] BUSINESS NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]

04 [REDACTED] ADDRESS: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED] ONTARIO CORPORATION NO: [REDACTED]
05 [REDACTED] DATE OF BIRTH: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]
06 [REDACTED] BUSINESS NAME: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED]
07 [REDACTED] ADDRESS: [REDACTED] INITIAL: [REDACTED] SURNAME: [REDACTED] ONTARIO CORPORATION NO: [REDACTED]

08 [REDACTED] SECURED PARTY: DAVID DUNHAM TORONTO ON MBY 3L6
09 [REDACTED] ADDRESS: 56 TWENTIETH STREET

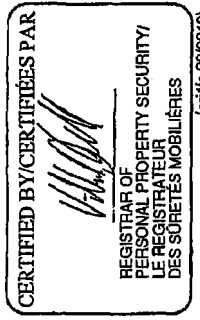
10 [REDACTED] MOTOR VEHICLE: [REDACTED] MOTOR VEHICLE AMOUNT: [REDACTED] DATE OF MATURITY: [REDACTED] NO. LIXED: [REDACTED]
[REDACTED] GENERAL COLLATERAL: [REDACTED] INVENTORY: [REDACTED] ACCOUNTS OTHER: [REDACTED] INCLUDED: [REDACTED] MOTOR VEHICLE: [REDACTED] DATE OF MATURITY: [REDACTED] NO. LIXED: [REDACTED]

11 [REDACTED] YEAR MAKE: [REDACTED] MODEL: [REDACTED]
12 [REDACTED] MOTOR VEHICLE: [REDACTED]

13 [REDACTED] GENERAL COLLATERAL: [REDACTED]
14 [REDACTED] INVENTORY: [REDACTED]
15 [REDACTED] ACCOUNTS OTHER: [REDACTED]

16 [REDACTED] REGISTERING AGENT: [REDACTED] ADDRESS: [REDACTED]
17 [REDACTED] ADDRESS: [REDACTED]

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
CONTINUED... 11



NUMBER OF SEARCH: BUSINESS DEBTOR
 SEARCH CONDUCTED ON: MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 FILE NUMBER: 27/MAR 2017

NEW TO FINANCING STATEMENT / CLAIM FOR DEBT

FILE NUMBER: 682563951

CAUTION: PAGE NO. OF MOTOR VEHICLE REGISTRATION REGISTERED PERIOD
 NO. OF PAGES: 30
 SCHEDULE NUMBER: 20121031 1723 1590 0136

02 DEBTOR NAME: [REDACTED]
 03 BUSINESS NAME: [REDACTED]
 04 ADDRESS: [REDACTED]

05 DEBTOR NAME: [REDACTED]
 06 BUSINESS NAME: [REDACTED]
 07 ADDRESS: [REDACTED]

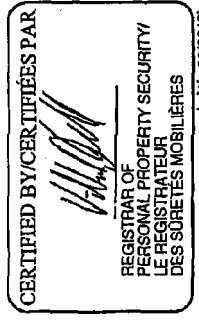
08 SECURED PARTY: DARRELL FLINT
 09 DEBTOR ADDRESS: 876 THE GREENWAY
 MISSISSAUGA ON L5G 1P6

10 COLLATERAL CLASSIFICATION: MOTOR VEHICLE AMOUNT: DATE OF REGISTRATION: No. FILED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED: Maturity oraturity DATE

11 MOTOR YEAR MAKE: [REDACTED]
 12 VEHICLE MODEL: [REDACTED]

13 GENERAL: [REDACTED]
 14 COMMENTS: [REDACTED]
 15 REGISTRAR: [REDACTED]

16 REGISTERING AGENT: [REDACTED]
 17 ADDRESS: [REDACTED]



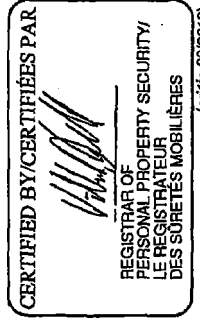
RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161147.27

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

REPORT : PSSR060
 PAGE : 12
 (4281)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 FILE CURRENCY : 27MAR 2017

00	FORM NO	FINANCING STATEMENT / CLAIM FOR RETURN	FILE NUMBER	682563951
01	CRATION	BASE TOTAL MOTOR VEHICLE REGISTRATION PRE-REGISTERED REGISTRATION	ORDER PERIOD	20121031 1723 1590 0136
02	DEBTOR	DATE OF BIRTH	SIGNATURE	SIGNATURE
03	NAME	BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
04	ADDRESS	ADDRESS	ADDRESS	ADDRESS
05	DEBTOR	DATE OF BIRTH	SIGNATURE	SIGNATURE
06	NAME	BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
07	ADDRESS	ADDRESS	ADDRESS	ADDRESS
08	SEARCHED PARTY	FRANCO GIAMBAGNO	ON	L6A 0S4
09	SEARCHED PARTY	160 LAUDERDALE DRIVE	MAPLE	
10	GENERAL CLASSIFICATION	CONSUMER	AMOUNT	DATE OF MATURITY OR MATURITY DATE
11	MOTOR	YEAR MAKE	MODEL	
12	VEHICLE			
13	GENERAL			
14	CONTACT			
15	DESCRIPTION			
16	REGISTERING			
17	AGENT			

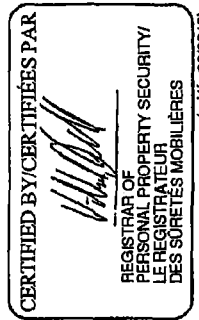


PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161147.27

BUSINESS DEBTOR
 MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 27MAR 2017

00	FILE NUMBER	682563951
01	CARTRIDGE PAGE NO. OF PAGES	011 30
02	DATE OF BIRTH	20121031 1723 1590 0136
03	BUSINESS NAME	INITIAL SURNAME
04	ADDRESS	ONTARIO CORPORATION NO.
05	DATE OF BIRTH	INITIAL SURNAME
06	BUSINESS NAME	ONTARIO CORPORATION NO.
07	ADDRESS	
08	SECURED PARTY / DEBTOR	DOMINIC HA
09	ADDRESS	3 RIVENDELL TRAIL TORONTO ON MIX 2B9
10	COMPANY CLASSIFICATION	NO. FIXED
11	MOTOR VEHICLE	YEAR MAKE MODEL
12	GENERAL COLLATERAL DISPOSITION	
13	REGISTERING AGENT	ADDRESS



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 15
(4284)

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

00 [REDACTED] FILE NUMBER 682563951
01 [REDACTED] REGISTRATION NUMBER 20121031 1723 1590 0136
[REDACTED] REGISTRATION PERIOD [REDACTED]

02 [REDACTED] DEBTOR NAME [REDACTED]
03 [REDACTED] BUSINESS NAME [REDACTED]
04 [REDACTED] ADDRESS [REDACTED]

05 [REDACTED] DEBTOR NAME [REDACTED]
06 [REDACTED] BUSINESS NAME [REDACTED]
07 [REDACTED] ADDRESS [REDACTED]

08 [REDACTED] SECURED PARTY / [REDACTED] STALLIA KOK
09 [REDACTED] BUSINESS ADDRESS [REDACTED] MARKHAM ON L6C 1W5

10 [REDACTED] MOTOR VEHICLE AMOUNT [REDACTED] NO. FIXED [REDACTED]
[REDACTED] DATE OF MATURITY [REDACTED] DAYS

11 [REDACTED] MOTOR VEHICLE [REDACTED]
12 [REDACTED] GENERAL COLLATERAL [REDACTED]
13 [REDACTED] DRUGS [REDACTED]
14 [REDACTED] REGISTERING AGENT [REDACTED]
15 [REDACTED] ADDRESS [REDACTED]
16 [REDACTED] FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. [REDACTED]
17 [REDACTED]

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF PERSONAL PROPERTY SECURITY /
LE REGISTREUR DES SURETÉS MOBILIÈRES
(cjtis 09/2013)



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 16
(4285)

NAME OF SEARCH : BUSINESS DEBTOR
SEARCH CONDITION : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENCY : 27MAR 2017

FORM 16 FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
642563951

00 COMPLETION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 014 30 20121031 1723 1590 0136

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

03 DEBTOR BUSINESS NAME ADDRESS BUSINESS NAME SURNAME ONTARIO CORPORATION NO.

04 DEBTOR BUSINESS NAME ADDRESS BUSINESS NAME SURNAME ONTARIO CORPORATION NO.

05 DEBTOR BUSINESS NAME ADDRESS BUSINESS NAME SURNAME ONTARIO CORPORATION NO.

06 DEBTOR BUSINESS NAME ADDRESS BUSINESS NAME SURNAME ONTARIO CORPORATION NO.

07 DEBTOR BUSINESS NAME ADDRESS BUSINESS NAME SURNAME ONTARIO CORPORATION NO.

08 SECURED PARTY / CREW CREW NAME ADDRESS TERSA TH LAI MARKHAM ON L6B 0P1

09 SECURED PARTY / CREW CREW NAME ADDRESS TERSA TH LAI MARKHAM ON L6B 0P1

10 COMMERCIAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF ACQUISITION OF SECURITY DATE

11 MOTOR VEHICLE WEAR MAKE MODEL

12 MOTOR VEHICLE WEAR MAKE MODEL

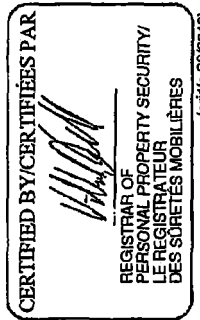
13 GENERAL COLLATERAL DISPOSITION

14 GENERAL COLLATERAL DISPOSITION

15 GENERAL COLLATERAL DISPOSITION

16 REGISTERING AGENT ADDRESS

17 REGISTERING AGENT ADDRESS



CONTINUED... 17

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : P5SR060
PAGE : 19
(4288)

TYPE OF SEARCH BUSINESS DEBTOR
SEARCH CONDUCTED ON MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENTLY 27MAR 2017

FORM 10 FINANCING STATEMENT / CLAIM FOR FIDELITY

00 FILE NUMBER
682563951

01 CAPTION PAGE 01 OF 30 MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER REGION

02 DATE OF BIRTH [REDACTED] SURNAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
03 DEBTOR NAME [REDACTED] BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

04 ADDRESS [REDACTED]
05 DATE OF BIRTH [REDACTED] SURNAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
06 DEBTOR NAME [REDACTED] BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

07 ADDRESS [REDACTED]
08 SECURED PARTY / JING ZHU LI NORTH YORK ON M2N 7A2
09 DEBTOR NAME [REDACTED] BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
ADDRESS [REDACTED]

10 COUNTRY OF PARTICIPATION [REDACTED] MOTOR VEHICLE AMOUNT [REDACTED] DATE OF [REDACTED] NO. FIXED
CONSUMER [REDACTED] SECURED PARTY ACCOUNTS OTHER INCLUDED [REDACTED] MATURED OR [REDACTED] PARTS

11 YEAR MAKE [REDACTED] MODEL [REDACTED]

12 MOTOR VEHICLE [REDACTED]

13 GENERAL [REDACTED]
14 COLLATERAL [REDACTED]
15 DESCRIPTION [REDACTED]

16 REGISTERING [REDACTED]
17 AGENT [REDACTED]
ADDRESS [REDACTED]

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

CONTINUED... 20

CERTIFIED BY / CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SURETES MOBILIERES
(e/f) 09/2013



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147-27

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

FORM 16 FINANCING STATEMENT / CERTIFICATE FOR LITIGANT

00 FILE NUMBER
682563951

01 CAPTION PAGE TOTAL MOTION VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER VERSION

02 DEBTOR NAME
03 BUSINESS NAME
04 ADDRESS

05 DEBTOR NAME
06 BUSINESS NAME
07 ADDRESS

08 SECURED PARTY /
09 DEBTOR NAME
10 ADDRESS

11 MOTOR VEHICLE
12 YEAR MAKE
13 GENERAL COLLATERAL REGISTRATION

14 REGISTERING AGENT
15 ADDRESS

16 REGISTERED PARTY
17 ADDRESS

18 REGISTERED PARTY
19 ADDRESS

20 REGISTERED PARTY
21 ADDRESS

22 REGISTERED PARTY
23 ADDRESS

24 REGISTERED PARTY
25 ADDRESS

26 REGISTERED PARTY
27 ADDRESS

28 REGISTERED PARTY
29 ADDRESS

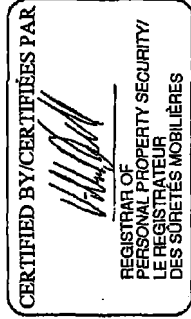
30 REGISTERED PARTY
31 ADDRESS

32 REGISTERED PARTY
33 ADDRESS

34 REGISTERED PARTY
35 ADDRESS

36 REGISTERED PARTY
37 ADDRESS

38 REGISTERED PARTY
39 ADDRESS



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

RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161147.27

BUSINESS DEBTOR
 MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 27MAR 2017

00 [REDACTED]
 01 [REDACTED] 019 30 20121031 1723 1590 0136

02 [REDACTED]
 03 [REDACTED]
 04 [REDACTED]

05 [REDACTED]
 06 [REDACTED]
 07 [REDACTED]

08 [REDACTED] TENZIN CHUN-WAH LING
 09 [REDACTED] 164 BRAHMS AVENUE NORTH YORK ON M2H 1J1

10 [REDACTED] MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 [REDACTED] SALES TAX ON MOTOR VEHICLE

11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY...

CERTIFIED BY/CERTIFIÉES PAR
 [Signature]
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR DES SÛRETES MOBILIÈRES
 (c/rtfs 09/2019)



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

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NAME OF SEARCHED BUSINESS DEBTOR
SEARCH CONDUCTED ON
FILE NUMBER
FILES CURRENTLY
27 MAR 2017

MEMORY CARE INVESTMENTS (OAKVILLE) LTD.

FORM 16 FINANCING STATEMENT / CLAIM FOR DEBENTURE

00
FILE NUMBER
682563951

01
MUNICIPALITY TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION REGISTRATION
FILING NO. OF PAGES NUMBER UNDER SCHEDULE SCHEDULE SCHEDULE
20121031 1723 1590 0136

02
DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME SURNAME

03
BUSINESS NAME ADDRESS

04
DATE OF BIRTH FIRST GIVEN NAME SURNAME

05
DEBTOR NAME DATE OF BIRTH FIRST GIVEN NAME SURNAME

06
BUSINESS NAME ADDRESS

07
SECURED PARTY NAME ADDRESS

08
SECURED PARTY NAME ADDRESS

09
SECURED PARTY NAME ADDRESS

10
SECURED PARTY NAME ADDRESS

11
MOTOR VEHICLE YEAR MAKE

12
GENERAL COLLATERAL DESCRIPTION

13
REGISTRAR AGENT ADDRESS

14
REGISTRAR AGENT ADDRESS

15
REGISTRAR AGENT ADDRESS

16
REGISTRAR AGENT ADDRESS

17
REGISTRAR AGENT ADDRESS

ONTARIO CORPORATION NO.

ONTARIO CORPORATION NO.

KING CITY ON L7B 1A3

AMOUNT DATE OF MATURITY OR

FOR FURTHER INFORMATION CONTACT THE SECURED PARTY

CERTIFIED BY/CERTIFIÉES PAR
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SURETÉS MOBILIÈRES

(c)1/15 09/2019



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 24
(4293)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE REFERENCE : 27MAR 2017

FORM IC FINANCING STATEMENT / CHAIN FOR LEAS

00 FILE NUMBER
682563951

01 CANTON RANGE TOTAL MOTOR VEHICLE REGISTRATION REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
20121031 1723 1590 0136

02 DATE OF BIRTH [REDACTED] ENTIRE [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

03 BUSINESS NAME [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

04 TYPE OF BUSINESS [REDACTED] BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

05 BUSINESS NAME [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

06 BUSINESS NAME [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

07 SECURED PARTY [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

08 SECURED PARTY [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

09 SECURED PARTY [REDACTED] ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

10 MOTOR VEHICLE [REDACTED] MODEL [REDACTED] YEAR MAKE [REDACTED] MOTOR VEHICLE AMOUNT [REDACTED] DATE OF [REDACTED] NO. FILED [REDACTED] GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED [REDACTED] MATURITY OR MATURITY DATE [REDACTED]

11 GENERAL [REDACTED] ADDRESS [REDACTED] FOR FURTHER INFORMATION CONTACT THE SECURED PARTY [REDACTED]

12 GENERAL [REDACTED] ADDRESS [REDACTED] FOR FURTHER INFORMATION CONTACT THE SECURED PARTY [REDACTED]

13 GENERAL [REDACTED] ADDRESS [REDACTED] FOR FURTHER INFORMATION CONTACT THE SECURED PARTY [REDACTED]

14 REGISTERING [REDACTED] ADDRESS [REDACTED] FOR FURTHER INFORMATION CONTACT THE SECURED PARTY [REDACTED]

17 [REDACTED] ADDRESS [REDACTED] FOR FURTHER INFORMATION CONTACT THE SECURED PARTY [REDACTED]

CERTIFIED BY/CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(c/j1/s 06/2013)



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170326161147.27

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

00 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 01 023 NO. OF PAGES 30 NUMBER UNDER PERIOD
 20121031 1723 1590 0136

02 DEBTOR NAME [REDACTED] SURNAMES [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
 03 BUSINESS NAME [REDACTED]
 04 ADDRESS [REDACTED]

05 DEBTOR ADDRESS [REDACTED]
 06 BUSINESS NAME [REDACTED] SURNAMES [REDACTED]
 07 ADDRESS [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

08 SECURED PARTY / ARTHUR SHLANGER
 09 SECURED PARTY / 163 HAMMER STONE CRESCENT THORNHILL ON LAJ 8B2
 ADDRESS [REDACTED]

10 GENERAL CLASSIFICATION [REDACTED] MOTOR VEHICLE AMOUNT [REDACTED] DATE OF [REDACTED] NO. FIXED [REDACTED]
 CONSUMERS [REDACTED] INVENTORY EQUIPMENT ACCOUNTS OTHER [REDACTED] MACHINERY OR [REDACTED] MACHINERY [REDACTED]

11 MOTOR [REDACTED] YEAR MAKE [REDACTED] MODEL [REDACTED] V. [REDACTED]
 12 Vehicle [REDACTED]

13 GENERAL [REDACTED]
 14 COMMERICAL [REDACTED]
 15 BUSINESS [REDACTED]

16 REGISTERING [REDACTED]
 17 AGENT [REDACTED] ADDRESS [REDACTED]

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

CERTIFIED BY/CERTIFIÉES PAR
 [Signature]
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTRATEUR
 DES SURETES MOBILIERES
 (c)1/15 09/2013



CONTINUED...

RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161147.27

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

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 (4295)

TYPE OF SEARCH BUSINESS DEBTOR
 SEARCH CONDUCTED ON MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
 FILING CURRENCY 27MAR 2017

FORM IC - FINANCING STATEMENT / CHAIN OF DEEDS
 FILE NUMBER 682563951
 CATION PAGE TOTALS MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES 024 30 NUMBER UNDER FILING

01
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

02 03 04
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

05 06 07
 DATE OF BIRTH BUSINESS NAME ADDRESS
 ADDRESS
 RHODA SHLANGER
 163 HAMMER STONE CRESCENT THORNHILL ON L4J 8B2

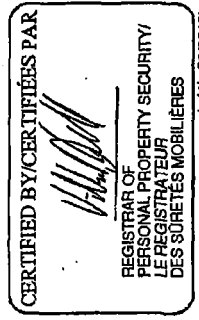
08 09
 SECURED PARTY / DEBEN CURTINAY
 ADDRESS
 COMPANY CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF MATURITY DATE
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INGUDED

10
 YEAR MAKE MODEL

11 12
 MOTOR VEHICLE

13 14 15
 GENERAL COLLECTION DESCRIPTION

16 17
 REGISTERING AGENT ADDRESS
 *** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
 CONTINUED ...



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
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BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

00 025 30
REGISTRATION PAGE NO. OF REGS. SCHEDULE NUMBER UNDER PERIOD
025 30 20121031 1723 1590 0136

01 025 30
REGISTRATION PAGE NO. OF REGS. SCHEDULE NUMBER UNDER PERIOD
025 30 20121031 1723 1590 0136

02 03 04
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

03 04
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

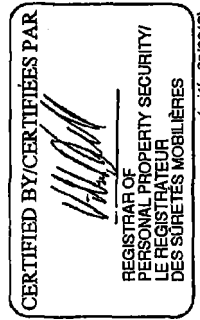
04 05 06 07
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

05 06 07
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

06 07
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

07 08 09
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3

08 09
DEBTOR NAME BUSINESS NAME ADDRESS
EDUARDA SOUSA
10 LINN ROAD
CALEDON ON L7E 0N3



CONTINUED...

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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

00 [REDACTED] 682563951

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEMATIC NUMBER UNDER PERIOD
026 30 20121031 1723 1590 0136

02 DEBTOR NAME [REDACTED] FIRST GIVEN NAME [REDACTED] SURNAME [REDACTED]
03 BUSINESS NAME [REDACTED] INITIAL [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

04 ADDRESS [REDACTED] FIRST GIVEN NAME [REDACTED] SURNAME [REDACTED]
05 BUSINESS NAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

06 ADDRESS [REDACTED]

07 WEI YEE SU
41 LOCKDARE STREET SCARBOROUGH ON M1S 2Z5

08 MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES DATE
09 GENERAL CLASSIFICATION [REDACTED] MOTOR VEHICLE AMOUNT DATE OF MATURITY OR EXPIRES DATE
10 [REDACTED]

11 YEAR MAKE [REDACTED] MODEL [REDACTED] VALUE [REDACTED]

12 MOTOR VEHICLE [REDACTED]

13 GENERAL COLLATERAL REGISTRATION [REDACTED]

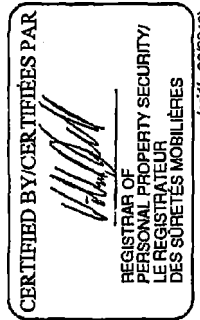
14 REGISTERING AGENT [REDACTED]

15 ADDRESS [REDACTED]

16 [REDACTED]

17 [REDACTED]

CONTINUED...



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

REPORT : PSSR060
PAGE : 29
(4298)

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

FORM 10 FINANCING STATEMENT / CLAIM FOR FOSTEN

00 FILE NUMBER
682563951

01 DEBTOR'S TOTAL REGISTERED REGISTRATION DISBURSED REGISTRATION
SUBMITS NO. OF PAGES NUMBER UNDER PERIOD

20121031 1723 1590 0136

02 DATE OF BIRTH

03 BUSINESS NAME

04 FIRST GIVEN NAME

05 SURNAME

06 DEBTOR'S ADDRESS

07 BUSINESS NAME

08 FIRST GIVEN NAME

09 SURNAME

10 SECURED PARTY /
CREDIT CLAIMANT

11 ADDRESS

12 ZHUO-BIN SU

13 8 CARLINGWOOD COURT

14 SCARBOROUGH ON M1S 4R9

15 COLLATERAL CLASSIFICATION

16 CONSUMER

17 MOTOR VEHICLE

18 AMOUNT

19 DATE OF MATURITY OR PAID OFF DATE

20 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

21 MOTORBIKE

22 MOTORBIKE

23 MOTORBIKE

24 MOTORBIKE

25 REGISTERING AGENT

26 ADDRESS

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

28 CONTINUED...

CERTIFIED BY / CERTIFIÉES PAR
[Signature]
REGISTRAR OF
PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES
(crt/11s 09/2013)



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

BUSINESS DEBTOR
MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
27MAR 2017

00 028 30
01 20121031 1723 1590 0136

02 DEBTOR NAME: [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
03 BUSINESS NAME: [REDACTED]
04 ADDRESS: [REDACTED]

05 DEBTOR NAME: [REDACTED] ONTARIO CORPORATION NO. [REDACTED]
06 BUSINESS NAME: [REDACTED]
07 ADDRESS: [REDACTED]

08 SECURED PARTY: [REDACTED] DONG MINH TRAN
09 DEBTOR NAME: [REDACTED] 107 - 901 PAISLEY ROAD GUELPH ON NIK 0A7

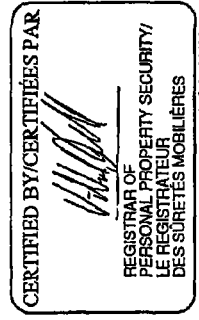
10 COLLATERAL CLASSIFICATION: [REDACTED] MOTOR VEHICLE - AMOUNT: [REDACTED] DATE OF MATURITY OR OTHER DATE: [REDACTED]

11 MOTOR VEHICLE: [REDACTED] YEAR MAKE: [REDACTED] MODEL: [REDACTED] VIN: [REDACTED]

13 GENERAL COLLATERAL DESCRIPTION: [REDACTED]

16 REGISTERING AGENCY: [REDACTED] ADDRESS: [REDACTED]

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



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH COMPLETED ON : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENCY : 27MAR 2017

00 [REDACTED] FILE NUMBER 682563951

01 [REDACTED] CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION NUMBER UNDER PERIOD
[REDACTED] 029 30 20121031 1723 1590 0136

02 [REDACTED] DEBTOR NAME [REDACTED] FIRST GIVEN NAME [REDACTED] INITIAL [REDACTED] SURNAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

03 [REDACTED] BUSINESS NAME [REDACTED] ADDRESS [REDACTED]

04 [REDACTED] DATE OF BIRTH [REDACTED] FIRST GIVEN NAME [REDACTED] INITIAL [REDACTED] SURNAME [REDACTED] ONTARIO CORPORATION NO. [REDACTED]

05 [REDACTED] DEBTOR NAME [REDACTED] BUSINESS NAME [REDACTED] ADDRESS [REDACTED]

06 [REDACTED] NAME [REDACTED] BUSINESS NAME [REDACTED] ADDRESS [REDACTED]

07 [REDACTED] ADDRESS [REDACTED]

08 [REDACTED] SECURED PARTY / [REDACTED] SANDA WEILER MISSISSAUGA ON L4Z 1C7

09 [REDACTED] DEBTOR NAME [REDACTED] ADDRESS [REDACTED] 3906 MIDHURST LANE

10 [REDACTED] COMMERCE CLASSIFICATION [REDACTED] MOTOR VEHICLE AMOUNT [REDACTED] NO. FIXED [REDACTED]
[REDACTED] COBBS INVENTORY EQUIPMENT ACCOUNTS OTHER ENCLOSED [REDACTED] WAREHOUSE OR INVENTORY DATE [REDACTED]

11 [REDACTED] YEAR MAKE [REDACTED] MODEL [REDACTED]

12 [REDACTED] MOTOR VEHICLE [REDACTED]

13 [REDACTED] GENERAL [REDACTED]

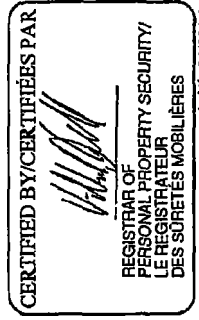
14 [REDACTED] GENERAL [REDACTED]

15 [REDACTED] DESCRIPTION [REDACTED]

16 [REDACTED] REGISTRATION [REDACTED]

17 [REDACTED] AGENT [REDACTED] ADDRESS [REDACTED]

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



RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161147.27

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

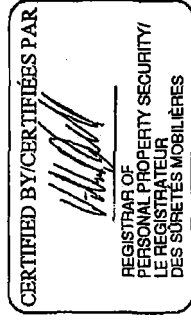
REPORT : PSSR060
PAGE : 33
(4302)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : MEMORY CARE INVESTMENTS (OAKVILLE) LTD.
FILE CURRENCY : 27MAR 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
723521817	20161220 1131 1590 3736		
682563951	20121031 1723 1590 0136		

2 REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.



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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161152.14

REPORT : PSSR060
PAGE : 1
(4303)

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

TYPE OF SEARCH : BUSINESS DEBTOR

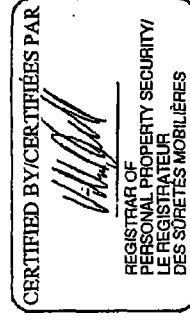
SEARCH CONDUCTED ON : 1703858 ONTARIO INC.

FILE CURRENCY : 27MAR 2017

ENQUIRY NUMBER 20170328161152.14 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: SHANNON MORRIS
HOLD FOR PICK UP
TORONTO ON M5J2T9



CONTINUED...

2



RUN NUMBER : 087
 RUN DATE : 2017/03/28
 ID : 20170328161152.14

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

REPORT : PSSR060
 PAGE : 2
 (4304)

NAME OF SEARCHED BUSINESS DEBTOR
 SEARCHED ON 1703858 ONTARIO INC.
 CURRENCY 27MAR 2017

FORM TO BE COMPLETED BY CREDITOR FOR LITIGATION

FILE NUMBER
 723521826

00 CAPTION PAGE TOTAL MOTOR VEHICLES REGISTERED REGISTRATION NUMBER UNDER PERIOD
 001 1 20161220 1131 1590 3737 P PPSA 2

02 DEBTOR NAME BUSINESS NAME 1703858 ONTARIO LTD. MISSISSAUGA ON L4W 4Y6
 03 DATE OF BIRTH BUSINESS ADDRESS 2355 SKYMARK AVE., STE. 300
 04 DATE OF BIRTH BUSINESS ADDRESS 2355 SKYMARK AVE., STE. 300

05 DEBTOR NAME BUSINESS NAME 2174217 ONTARIO INC. TORONTO ON M6A 1P6
 06 DATE OF BIRTH BUSINESS ADDRESS 147 BENTWORTH AVENUE, UNIT A
 07 DEBTOR NAME BUSINESS NAME ONTARIO CORPORATION NO.

08 SECURED PARTY / DEBTOR NAME BUSINESS ADDRESS 2174217 ONTARIO INC. TORONTO ON M6A 1P6
 09 DEBTOR NAME BUSINESS ADDRESS 147 BENTWORTH AVENUE, UNIT A

10 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF MATURITY OF DEBT
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

11 YEAR MAKE MODEL
 12 MOTOR VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
 14 MINDEN GROSS LLP (KLK)
 15 145 KING STREET WEST, SUITE 2200 TORONTO ON M5H 4G2

16 REGISTERING AGENCY
 17 MINDEN GROSS LLP (KLK)
 145 KING STREET WEST, SUITE 2200 TORONTO ON M5H 4G2

CERTIFIED BY/CERTIFIÉES PAR
 REGISTRAR OF PERSONAL PROPERTY SECURITY /
 LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
 (crt/1s 06/2013)



CONTINUED... 3

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

RUN NUMBER : 087
RUN DATE : 2017/03/28
ID : 20170328161152.14

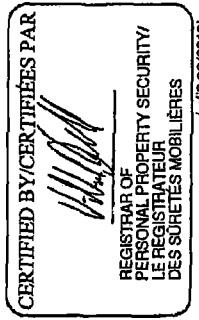
REPORT : PSSR060
PAGE : 3
(4305)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 1703858 ONTARIO INC.
FILE CURRENCY : 27MAR 2017

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
723521826	20161220 1131 1590 3737		

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



THE SUPERINTENDENT OF FINANCIAL SERVICES

-and-

**TEXTBOOK STUDENT SUITES (525 PRINCESS STREET)
TRUSTEE CORPORATION, et al.**

Applicant

Respondents

Court File No. CV-16-11567-00CL

IN THE MATTER OF THE RECEIVERSHIP OF SCOLLARD DEVELOPMENT CORPORATION

Court File No. CV-17-11689-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD
(Returnable April 28, 2017)
Volume 2 of 5

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
Suite 1800, 181 Bay Street
Toronto, ON M5J 2T9

Steven L. Graff (LSUC # 31871V)

Tel: (416) 865-7726

Fax: (416) 863-1515

Email: sgraff@airdberlis.com

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

Email: iaversa@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for Grant Thornton Limited, in its capacity as the court-appointed trustee of each of the Tier 1 Trustee Corporations