

COURT OF APPEAL FOR ONTARIO

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS
AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
URBANCORP DOWNSVIEW PARK DEVELOPMENT INC.,
URBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES INC., BRIDGE ON KING INC. (COLLECTIVELY,
THE "APPLICANTS") AND THE AFFILIATED ENTITIES
LISTED IN SCHEDULE "A" HERETO**

**APPEAL BOOK AND COMPENDIUM OF THE APPELLANT
KSV KOFMAN INC., IN ITS CAPACITY AS MONITOR**

VOLUME II OF II

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Robin B. Schwill (LSO #38452I)
Tel: 416.863.5502
Email: rschwill@dwpv.com

Matthew Milne-Smith (LSO #44266P)
Tel: 416.863.0900
Email: mmilne-smith@dwpv.com

Chantelle Cseh (LSO #60620Q)
Tel: 416.367.7552
Email: ccseh@dwpv.com

Lawyers for the Appellant, KSV Kofman
Inc., in its Capacity as Monitor

TO: ATTACHED SERVICE LIST

**URBANCORP TORONTO MANAGEMENT INC. ET AL.
SERVICE LIST
(Updated June 15, 2018)**

TO: DLA PIPER (CANADA) LLP
Suite 6000, Box 367
1 First Canadian Place
Toronto, ON M5X 1E2

Edmond F.B. Lamek / Danny M. Nunes
Tel: 416.365.3444 / 416.365.3421
Email: edmond.lamek@dlapiper.com/danny.nunes@dlapiper.com

Lawyers for the Urbancorp CCAA Entities

AND TO: KSV KOFMAN INC.
150 King Street West, Suite 2308
Toronto, ON M5H 1J9

Bobby Kofman / Noah Goldstein / Robert Harlang
Tel: 416-932-6228 / 416-932-6027 / 416-932-6225
Email: bkofman@ksvadvisory.com / ngoldstein@ksvadvisory.com /
rharlang@ksvadvisory.com

The Monitor

AND TO: DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Robin B. Schwill / Jay Swartz
Tel: 416-863-5502 / 416-863-5520
Email: rschwill@dwpv.com / jswartz@dwpv.com

Lawyers for KSV Kofman Inc., in its capacity as Monitor

AND TO: BENNETT JONES LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

S. Richard Orzy / Raj S. Sahni
Tel: 416-777-5737 / 416-777-4804
Email: Orzyr@bennettjones.com / SahniR@bennettjones.com

Lawyers for Urbancorp Inc. and Alan Saskin

AND TO: DENTONS CANADA LLP
400-77 King Street West, TD Centre
Toronto, ON M5K 0A1
Neil Rabinovitch / Kenneth Kraft
Tel: 416-863-4656 / 416-863-4374
Email: neil.rabinovitch@dentons.com / kenneth.kraft@dentons.com
Lawyers for Adv. Gus Gissin, in his capacity as the Court-appointed Israeli Functionary of Urbancorp Inc.

AND TO: GOODMANS LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
Brian Empey
Tel: 416-597-4194
Email: bempey@goodmans.ca
Lawyers for Parc Downsview Park Inc.

AND TO: TORYS LLP
79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2
Scott A. Bomhof
Tel: 416-865-7370
Email: sbomhof@torys.com
Lawyers for First Capital Realty

AND TO: BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9
Silvana M. D'Alimonte
Tel: 416-863-3860
Email: smda@blakes.com
Lawyers for Laurentian Bank of Canada

AND TO: CASSELS BROCK & BLACKWELL LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2
Jane Dietrich / Natalie E. Levine
Tel: 416-860-5223 / 416-860-6568
Email: jdietrich@casselsbrock.com / nlevine@casselsbrock.com
Lawyers for Mattamy Homes Limited

AND TO: ROBINS APPLEBY LLP
120 Adelaide Street West, Suite 2600
Toronto, ON M5H 1T1

Leor Margulies / Dominique Michaud
Tel: 416-360-3372 / 416-360-3795
Email: lmargulies@robapp.com / dmichaud@robapp.com

Co-Counsel for Terra Firma Capital Corporation

AND TO: THORNTON GROUT FINNIGAN LLP
3200 – 100 Wellington Street West
TD Centre, Box 329
Toronto, ON M5K 1K7

John T. Porter
Tel: 416-304-0778
Email: jporter@tgf.ca

Co-Counsel for Terra Firma Capital Corporation

AND TO: TEPLITSKY, COLSON LLP
70 Bond Street, Suite 200
Toronto, ON M5B 1X3

James M. Wortzman / John Paul Ventrella / Catherine E. Allen
Tel: 416-865-5315 / 416-865-5327 / 416-865-5326
Email: jwortzman@teplitskycolson.com / jventrella@teplitskycolson.com / callen@teplitskycolson.com

Lawyers for Atrium Mortgage Investment Corporation

AND TO: FRIEDMAN LAW PROFESSIONAL CORPORATION
150 Ferrand Drive, Suite 802
Toronto, ON M3C 3E5

Judy Hamilton
Tel: (416) 496-3340 ext. 136
Email: jh@friedmans.ca

Lawyers for Felice Raso

AND TO: AIRD & BERLIS LLP
Brookfield Place, 181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T

D. Robb English
Tel: 416-865-4748
Email: renghish@airdberlis.com

Lawyers for The Toronto-Dominion Bank

AND TO: BANK OF MONTREAL
First Canadian Place,
18th Floor, Toronto, ON M5X 1A1

Halim Chaccour
Tel: 416-867-4932
Email: halim.chaccour@bmo.com

AND TO: CHAITONS LLP
5000 Yonge Street,
10th Floor, Toronto, ON M2N 7E9

Harvey Chaiton
Tel: 416-218-1129
Email: harvey@chaitons.com

Lawyers for Bank of Montreal

AND TO: GOWLING WLG
1 First Canadian Place
100 King Street West, Suite 1600,
Toronto, ON M5X 1G5

Lilly A. Wong / Clifton P. Prophet / Frank Lamie
Tel: 416-369-4630 / 416-862-3509 / 416.962.2609
Email: lilly.wong@gowlingwlq.com / clifton.prophet@gowlingwlq.com /
frank.lamie@gowlingwlq.com

Lawyers for Canadian Imperial Bank of Commerce

AND TO: MCCARTHY TÉTRAULT LLP
Suite 5300
TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6

Heather Meredith
Tel: 416-601-8342
Email: hmeredith@mccarthy.ca

Lawyer for the syndicate of lenders represented by The Bank of Nova Scotia, as Administrative Agent

AND TO: WESTMOUNT GUARANTEE SERVICES INC.
600 Cochrane Drive, Suite 205
Markham, ON L3R 5K3

Jim Emanoilidis
Tel: 647-499-8249
Email: jim@westmountguarantee.com

AND TO: KAREG LEASING INC.
31 Davisville Avenue
Toronto, ON M4S 1G3

Dino Chiesa
Tel: 416-520-3119
Email: dinochiesa@resreit.ca

AND TO: MINISTRY OF FINANCE
77 Bay Street, 11th Floor
Toronto, ON M5G 2C8

Kevin O'Hara
Tel: 416-327-8463
Email: Kevin.Ohara@ontario.ca

AND TO: TORYS LLP
79 Wellington Street West, 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Adam M. Slavens
Tel: 416-865-7333
Email: aslavens@torys.com

Lawyers for Tarion Warranty Corporation

AND TO: CHAITONS LLP
5000 Yonge Street,
10th Floor, Toronto, ON M2N 7E9

Barry Rotenberg
Tel: 416-218-1133
Email: BRotenberg@chaitons.com

AND TO: HENDRICK AND MAIN DEVELOPMENTS INC.
109 Atlantic Ave, Suite 302B
Toronto, ON M6K 1X4

Rick lafelice / Gemma Fox
Tel: 416-530-2438
Email: rick@mainandmain.ca / gemma@mainandmain.ca

AND TO: FASKEN MARTINEAU DUMOULIN LLP
333 Bay Street, Suite 2400
Toronto, ON M5H 2T6

Aubrey E. Kauffman
Tel: 416-868-3538
Email: akauffman@fasken.com

Lawyers for Travelers Guarantee Company of Canada

AND TO: FOGLER, RUBINOFF LLP
77 King Street West
TD Centre North Tower
Suite 3000, P.O. Box 95
Toronto, ON M5K 1G8

Vern W. DaRe
Tel: 416-941-8842
Email: vdare@foglery.com

Lawyers for Adrian Serpa and Stefano Serpa

AND TO: CITY OF TORONTO
Litigation Section, Legal Services Division
26th Floor, Metro Hall, Stn. 1260, 55 John Street
Toronto, ON M5V3C6

Christopher J. Henderson
Tel: 416-397-7106
Email: chender3@toronto.ca
Counsel for the City of Toronto

Lawyers for the City of Toronto

AND TO: FARBER FINANCIAL GROUP
150 York Street, Suite 1600
Toronto, ON M5H 3S5

Hylton Levy / Rob Stelzer
Tel: 416-496-3070 / 416-496-3500
Email: hlevy@farberfinancial.com / rstelzer@farberfinancial.com

**Financial Advisors for the Court-appointed Israeli Functionary of
Urbancorp Inc.**

AND TO: DICKINSON WRIGHT LLP
199 Bay Street, Suite 2200
Commerce Court
Toronto, ON M5L 1G4

Lisa S. Corne / David P. Preger
Tel: 416-646-4608 / 416-646-4606
Email: lcorne@dickinsonwright.com / dpreger@dickinsonwright.com

Lawyers for certain purchasers of pre-construction units

AND TO: SALVATORE MANNELLA PROFESSIONAL CORPORATION
3700 Steeles Ave W. Suite 600
Woodbridge, Ontario L4L 8K8

Salvatore Mannella
Tel: 905.856.0773 ext.273
Email: mannella@westonlaw.ca

Lawyers for Pro-Green Demolition Ltd.

AND TO: TORKIN MANES LLP
151 Yonge Street, Suite 1500,
Toronto ON M5C 2W7

Kayla Kwinter
Tel: 416 777 5420
Email: kkwinter@torkinmanes.com

Lawyers for MDF Mechanical Ltd.

AND TO: ALVAREZ & MARSAL CANADA INC.

Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900
P.O. Box 22, Toronto, ON M5J 2J1

Tony Zaspalis / Amanda Favot

Tel: (416) 847-5171 / (416) 847-5163

Email: tzaspalis@alvarezandmarsal.com / afavot@alvarezandmarsal.com

Receiver of Urbancorp (Leslieville) Developments Inc., Urbancorp (The Beach) Developments Inc., and Urbancorp (Riverdale) Developments Inc.

AND TO: BLAKE, CASSELS & GRAYDON LLP

199 Bay Street
Suite 4000, Commerce Court West
Toronto, ON M5L 1A9

Pamela L.J. Huff / Milly Chow

Tel: 416-863-2958 / 416-863-2594

Email: pamela.huff@blakes.com / milly.chow@blakes.com

Lawyers for the Receiver and Construction Lien Trustee, Alvarez & Marsal Canada Inc.

AND TO: CASSELS BROCK & BLACKWELL LLP

Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Mark St. Cyr

Tel: (416) 869-5462

Email: mstcyr@casselsbrock.com

Lawyers for 1481614 Ontario Inc. formerly carrying on business as Coldwell Banker Case Realty

AND TO: GOLDMAN SLOAN NASH & HABER LLP

480 University Ave Suite 1600
Toronto, Ontario M5G 1V2

Mario Forte / Robert J. Drake

Tel: 416 597 6477 / 416-597-5014

Email: forte@gsnh.com / drake@gsnh.com

Lawyers for Fuller Landau LLP, Proposal Trustee to Alan Saskin

AND TO: FULLER LANDAU LLP
151 Bloor Street West
Toronto, ON M5S 1S4

Gary Abrahamson / Adam Erlich / Ken Pearl
Tel: 416-645-6524 / 416-645-6560 / 416-645-6519
Email: GAbrahamson@FullerLLP.com / AErich@FullerLLP.com /
KPearl@FullerLLP.com

Proposal Trustee to Alan Saskin

AND TO: DELZOTTO ZORZI, LLP
4810 Dufferin Street, Suite D
Toronto, ON M3H 5S8

Robert W. Calderwood / Sabrina Adamski
Tel.: 416-665-5555
E-mail: rcalderwood@dzlaw.com / sadamski@dzlaw.com

Lawyers for Furkin Construction Inc. and GMF Consulting Inc.

AND TO: FINE & DEO
Barristers & Solicitors
Suite 300, 3100 Steeles Avenue West
Vaughan, ON L4K 3R1

Jonathan H. Fine / Maria Dimakas
Tel: 905-760-1800, Ext. 226 / 905-760-1800, Ext. 247
Email: jfine@finedeo.com / mdimakas@finedeo.com

**Lawyers for Toronto Standard Condominium Corporation No. 2302,
Toronto Standard Condominium Corporation No. 2348 and Toronto
Standard Condominium Corporation No. 2448**

AND TO: LEVINE SHERKIN BOUSSIDAN
Barristers & Solicitors
23 Lesmill Road, Suite 300
Toronto, ON M3B 3P6

Kevin Sherkin/Jeremy Sacks
Tel: (416) 224-2400
Email: Kevin@LSBLAW.com / jeremy@lsblaw.com

Lawyers for Speedy Electrical Contractors Ltd.

URBANCORP TORONTO MANAGEMENT INC. ET AL.
SERVICE LIST – EMAIL ADDRESSES
(Updated June 15, 2018)

edmond.lamek@dlapiper.com; danny.nunes@dlapiper.com; bkofman@ksvadvisory.com;
ngoldstein@ksvadvisory.com; rharlang@ksvadvisory.com; rschwill@dwpv.com;
jswartz@dwpv.com; Orzyr@bennettjones.com; Sahnir@bennettjones.com;
neil.rabinovitch@dentons.com; kenneth.kraft@dentons.com; bempey@goodmans.ca;
sbomhof@torys.com; smda@blakes.com; jdietrich@casselsbrock.com;
nlevine@casselsbrock.com; lmargulies@robapp.com; dmichaud@robapp.com; jporter@tgf.ca;
jwartzman@teplitskycolson.com; jventrella@teplitskycolson.com; callen@teplitskycolson.com;
jh@friedmans.ca; reenglish@airdberlis.com; halim.chaccour@bmo.com; harvey@chaitons.com;
lilly.wong@gowlingwlg.com; clifton.prophet@gowlingwlg.com; frank.lamie@gowlingwlg.com;
hmeredith@mccarthy.ca; jim@westmountguarantee.com; dinochiesa@resreit.ca;
Kevin.Ohara@ontario.ca; aslavens@torys.com; BRotenberg@chaitons.com;
rick@mainandmain.ca; gemma@mainandmain.ca; akauffman@fasken.com;
vdare@foglers.com; chender3@toronto.ca; hlevy@farberfinancial.com;
rstelzer@farberfinancial.com; lcorne@dickinsonwright.com; dpreger@dickinsonwright.com;
mannella@westonlaw.ca; kkwinter@torkinmanes.com; tzaspalis@alvarezandmarsal.com;
afavot@alvarezandmarsal.com; pamelahuff@blakes.com; milly.chow@blakes.com;
mstcyr@casselsbrock.com; forte@gsnh.com; drake@gsnh.com;
GAbrahamson@FullerLLP.com; AErlich@FullerLLP.com; KPearl@FullerLLP.com;
rcalderwood@dzlaw.com; sadamski@dzlaw.com; jfine@finedeo.com; mdimakas@finedeo.com;
Kevin@LSBLAW.com; jeremy@lsblaw.com

COURT OF APPEAL FOR ONTARIO

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS
AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
URBANCORP DOWNSVIEW PARK DEVELOPMENT INC.,
URBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES INC., BRIDGE ON KING INC. (COLLECTIVELY,
THE "APPLICANTS") AND THE AFFILIATED ENTITIES
LISTED IN SCHEDULE "A" HERETO**

TABLE OF CONTENTS

TAB	DOCUMENT	PAGE No.
<u>VOLUME ONE</u>		
1.	Notice of Appeal, dated September 19, 2018	1 – 25
2.	Notice of Motion for Leave to Appeal, dated June 1, 2018	26 – 54
3.	Endorsement re Leave to Appeal, dated September 10, 2018	55
PROCEEDINGS BELOW		
4.	Order of the Honourable Justice Myers, dated May 11, 2018	56 – 59
5.	Endorsement of the Honourable Justice Myers, dated May 11, 2018	60 – 68
6.	Notice of Motion, dated March 7, 2018	69 – 74
PROCEDURAL ORDERS		
7.	Initial Order, dated May 18, 2016	75 – 103

TAB	DOCUMENT	PAGE NO.
8.	Claims Procedure Order, dated September 15, 2016	104 – 156

AFFIDAVITS AND REPORTS

9.	Twenty-Second Report of the Monitor, dated February 2, 2018 ("Monitor's Report")	157 – 177
10.	Tenth Report to the Court of Guy Gissin, in his capacity as Court-Appointed Functionary and Foreign Representative of Urbancorp Inc., dated February 27, 2018 ("Functionary Report")	178 – 187
11.	Affidavit of Albert Passero, sworn March 12, 2018 ("First Passero Affidavit")	188 – 195
12.	Affidavit of Albert Passero, sworn April 7, 2018 ("Second Passero Affidavit")	196 – 199

CERTIFICATES

13.	Appellant's Certificate Respecting Evidence, dated September 19, 2018	200 – 212
14.	Certificate of Completeness, dated October 22, 2018	213 – 214

VOLUME TWO

EXHIBITS AND APPENDICES TO AFFIDAVITS AND REPORTS (CHRONOLOGICAL ORDER)


15.	Promissory Note , executed September 23, 2014 ~ First Passero Affidavit, Exhibit "A"	215 – 218
16.	Speedy Invoice to Edge, dated October 22, 2014 ~ Functionary Report, Appendix "C"	219 – 221
17.	Statutory Declaration of Date of Last Supply by Speedy, dated December 3, 2014 ~ Functionary Report, Appendix "B"	222 – 224
18.	Speedy's Statement of Account with Edge, dated August 14, 2015 ~ Functionary Report, Appendix "D"	225 – 226
19.	Email from Joe Pietrangelo of Urbancorp re Edge and Investment, dated August 20, 2015 ~ First Passero Affidavit, Exhibit "B"	227 – 228
20.	Email from Kevin Sherkin to David Mandell of Urbancorp re	229 – 231

TAB	DOCUMENT	PAGE NO.
	Speedy, dated August 20, 2015 ~ First Passero Affidavit, Exhibit "C"	
21.	Email from David Mandell of Urbancorp to Kevin Sherkin re Speedy, dated August 20, 2015 ~ First Passero Affidavit, Exhibit "D"	232 – 233
22.	Email from Kevin Sherkin to Barry Rotenberg re Offer to Settle, dated August 27, 2015 ~ First Passero Affidavit, Exhibit "E"	234 – 235
23.	Speedy Invoices to Edge, dated December 19, 2014 and August 31, 2015 ~ Functionary Report, Appendix "E"	236 – 238
24.	Email from Barry Rotenberg to Kevin Sherkin re Urbancorp, dated August 31, 2015 ~ First Passero Affidavit, Exhibit "F"	239 – 240
25.	Email Chain from Kevin Sherkin to Barry Rotenberg re Urbancorp, dated September 4, 2015 ~ First Passero Affidavit, Exhibit "G"	241 – 242
26.	Email from Kevin Sherkin to Barry Rotenberg re Mr. Saskin's Condominium, dated September 9, 2015 ~ First Passero Affidavit, Exhibit "H"	243 – 244
27.	Email from Barry Rotenberg to Kevin Sherkin re Speedy, dated September 11, 2015 ~ First Passero Affidavit, Exhibit "I"	245 – 246
28.	Email from Kevin Sherkin to David Mandell of Urbancorp re Edge, dated September 30, 2015, together with a copy of the Lien ~ First Passero Affidavit, Exhibit "J"	247 – 264
29.	E-mail Chain re Speedy Pressing Claims <i>circa</i> September 30, 2015 - October 6, 2015 ~ Monitor's Report, Appendix "I"	265 – 268
30.	E-mail from Mr. Saskin re Speedy Security dated October 2, 2015) ~ Monitor's Report, Appendix "J"	269 – 270
31.	Loan Renewal for Lawrence Urbancorp Entity dated October 5, 2015 ~ Monitor's Report, Appendix "O"	271 – 274
32.	Email from David Mandell of Urbancorp to Kevin Sherkin and Jack Berkow, dated October 7, 2015, attaching "Bridge Inventory Units" ~ First Passero Affidavit, Exhibit "K"	275 – 277
33.	Fair Value Adjustments for Solvency Test as at October 15, 2015 ~ Monitor's Report, Appendix "N"	278 – 281

TAB	DOCUMENT	PAGE No.
34.	Email from Tarion to Mr. Saskin re Consumer Complaints, dated October 16, 2015 ~ Monitor's Report, Appendix "Q"	282 – 284
35.	Email from Kevin Sherkin to Jack Berkow re Mr. Saskin, dated October 20, 2015 ~ First Passero Affidavit, Exhibit "N"	285 – 286
36.	Email Chain between Kevin Sherkin and Jack Berkow re PINs for Parking Units, <i>circa</i> October 9-21, 2015 ~ First Passero Affidavit, Exhibit "O"	287 – 291
37.	Email from Harris Sheaffer LLP to Kevin Sherkin re PINs for Parking Units, dated October 21, 2015 ~ First Passero Affidavit, "Exhibit "Q"	292 – 293
38.	Mr. Saskin's Officer's Certificate for the Public Bond Offering, dated November 6, 2015 ~ Functionary Report, Appendix "K"	294 – 314
39.	Debt Extension Agreement , dated November 15, 2015 and Mortgage ~ Monitor's Report, Appendix "H"	315 – 333
40.	Bay Entities' Creditors List and Aged Payables as of November 15, 2015 ~ Monitor's Report, Appendix "L"	334 – 337
41.	Edge Creditors List and Aged Payables as of November 15, 2015 ~ Monitor's Report, Appendix "M"	338 – 340
42.	Email from Kevin Sherkin to Barry Rotenberg re Transaction Closed, dated November 16, 2015, together with the discharge of the Lien ~ First Passero Affidavit, Exhibit "V"	341 – 362
43.	Loan Renewal for St. Clair Village Urbancorp Entity, dated November 24, 2015 ~ Monitor's Report, Appendix "P"	363 – 366
44.	Opinion of Harris Sheaffer LLP re Edge, dated November 26, 2015 ~ Functionary Report, Appendix "L"	367 – 379
45.	Opinion #1 of Harris Sheaffer LLP re KRI, dated November 26, 2015 ~ Functionary Report, Appendix "M"	380 – 395
46.	Opinion #2 of Harris Sheaffer LLP re KRI, dated November 26, 2015 ~ Functionary Report, Appendix "N"	396 – 411
47.	Memo from Barry Rotenberg to Ran Felder, dated November 26, 2015 ~ Functionary Report, Appendix "O"	412 – 417
48.	Letter from Barry Rotenberg to Ran Felder, dated November	418 – 423

TAB	DOCUMENT	PAGE NO.
	28, 2015 ~ Functionary Report, Appendix "P"	
49.	Letter from Barry Rotenberg to Ran Felder, dated December 8, 2015 ~ Functionary Report, Appendix "Q"	424 – 425
50.	Speedy's Proof of Claim, dated October 19, 2016 ~ Monitor's Report, Appendix "A"	426 – 497
51.	Notice of Disallowance of Speedy's Claim, dated November 11, 2016 ~ Monitor's Report, Appendix "B"	498 – 502
52.	Notice of Dispute of Disallowance, dated November 25, 2016 ~ Monitor's Report, Appendix "C"	503 – 507
53.	Corporate Chart (ownership of Bay/Stadium LP and Stadium Road) ~ Monitor's Report, Appendix "D"	508 – 509
54.	Bay LP Corporate Chart ~ Monitor's Report, Appendix "E"	510 – 511
55.	Brief Description of Bay Entities' Purpose ~ Monitor's Report, Appendix "F"	512 – 513
56.	UCI Group Corporate Chart ~ Monitor's Report, Appendix "G"	514 – 515
57.	Parcel Register prepared on January 29, 2018 ~ Monitor's Report, Appendix "K"	516 – 521

This is Exhibit "A" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth.

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand, default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

(e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

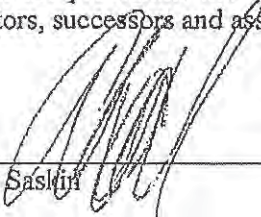
The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that, at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.



Witness:



Alan Saslun



ELECTRICAL CONTRACTORS LIMITED
114A Cassiar Ave., Woodbridge, Ontario L4L 5Y9
Tel. 905-266-2344 Fax 905-864-1156

Canadian Imperial Bank of Commerce
2340 Finch Avenue West
North York, Ontario M9M 2C7

CHEQUE NUMBER

78452

DATE

09 22 2014
M M D D Y Y Y Y

/DOLLARS

\$1,000,000.00

PAY ONE MILLION DOLLARS

TO THE ORDER OF
ALAN SASKIN
TORONTO ON
Canada

SPEEDY ELECTRICAL CONTRACTORS LIMITED

AUTHORIZED SIGNATURE

PER

LOAN ⑆078452⑆ ⑆04322010⑆ 86005815⑆

SPEEDY ELECTRICAL CONTRACTORS LIMITED

* DETAILS *

22-Sep-14 Vendor No. ALAN SASKIN

CHEQUE # 00078452

22-Sep-14 0000281049 Invoice

0000078452

\$1,000,000.00

Cheque Total: \$1,000,000.00



ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

RECEIVED NOV 20 2014

SOLD TO: EDGE ON TRIANGLE PARK INC.
120 LYNN WILLIAMS STREET
SUITE # 2A
TORONTO ON M6K 3P6

RE: EDGE ON TRIANGLE
PROGRESS # 26
(HOLD BACK)

(416) 928-5001 Ext.

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
22-Oct-2014			25837		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CONTRACT AMOUNT \$6,159,625.00 PREVIOUSLY BILLED \$6,154,053.75 CURRENT PROGRESS \$ 615,405.38 CONTRACT BALANCE W/R \$ 5,571.25 RETAINAGE			615,405.37	615,405.37
	<div style="border: 1px solid black; padding: 5px;"> <p align="center">URBANCORP</p> <p>DATE:</p> <p>PROJECT #:</p> <p>COST CODE:</p> <p>PURCHASE ORDER #:</p> <p>LINE CONTRACT #:</p> <p>COMPANY:</p> <p>G/L CODE:</p> <p>GROUP #:</p> </div>				
	NET TOTAL				615,405.37
	HST Number 10496 0299 RT0001			HST	80,002.70
				TOTAL	1695,408.07

INVOICE

No 21880

*Edge On Triangle Park Inc.

FR: SPEEDY ELECTRICAL CONTRACTORS

Sonia Clarelli
 sclarelli@speedyelectric.ca
 fax: 905-284-1158

louis@urbancorp.com
 paul@urbancorp.com

INVOICE # 21880
 DATE October-17-14
 DRAW # 28H.B.

MARCO
 GERALDO

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1 PERMITS, DRAWINGS	\$ 35,825.00	\$ 33,843.75	\$ 33,843.75	\$ -	0%	\$ 1,781.25
2 TEMPORARY SERVICE & POWER	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
3 DISTRIBUTION - MAIN SWITCHBOARD	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ -	0%	\$ -
4 DISTRIBUTION - TRANSFORMERS	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00	\$ -	0%	\$ -
5 DISTRIBUTION - ROOF SWITCHBOARD	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0%	\$ -
6 DISTRIBUTION - MISC. PANELS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0%	\$ -
7 DISTRIBUTION - SUITE RISER PANELS	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ -	0%	\$ -
8 DISTRIBUTION - SUITE PANELS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
9 DISTRIBUTION INSTALLATION	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	0%	\$ -
10 FIRE ALARM - MAIN PANEL	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0%	\$ -
11 FIRE ALARM - DEVICES	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ -	0%	\$ -
12 FIRE ALARM - VERIFICATION	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
13 GEN SET INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
14						
15 P4-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
16 P3-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
17 P2-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
18 GROUND - SLAB	\$ 30,000.00	\$ 29,900.00	\$ 29,900.00	\$ -	0%	\$ 100.00
19 P4-ROUGH-IN	\$ 35,000.00	\$ 35,100.00	\$ 35,100.00	\$ -	0%	\$ (100.00)
20 P3-ROUGH-IN	\$ 35,000.00	\$ 35,100.00	\$ 35,100.00	\$ -	0%	\$ (100.00)
21 P2-ROUGH-IN	\$ 35,000.00	\$ 35,100.00	\$ 35,100.00	\$ -	0%	\$ (100.00)
22 GROUND - ROUGH-IN	\$ 35,000.00	\$ 33,250.00	\$ 33,250.00	\$ -	0%	\$ 1,750.00
23 P4-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
24 P3-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
25 P2-FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
26 GROUND - FINISHING	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
27 P1-ROUGH-IN (TPA)	\$ 52,000.00	\$ 52,180.00	\$ 52,180.00	\$ -	0%	\$ (180.00)
28 P1-FINISHING (TPA)	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ -	0%	\$ -
29 GROUND ROUGH - (TPA)	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	0%	\$ -
30 GROUND FINISH - (TPA)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	0%	\$ -
31 2ND FLOOR - SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
32 2ND FLOOR - ROUGH IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0%	\$ -
33 2ND FLOOR - FINISH	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
34 3RD FLOOR - SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
35 3RD FLOOR - ROUGH IN	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0%	\$ -
36 3RD FLOOR - FINISH	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
37						
38 BUILDING 'A' WEST						
39 L4-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
40 L5-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
41 L6-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
42 L7-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
43 L8-SLAB	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
44 L9-SLAB	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
45 L10-SLAB	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
46 L11-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
47 L12-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
48 L13-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
49 L14-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
50 L15-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
51 L16-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
52 L17-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
53 L18-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
54 L19-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
55 MECH / ROOF SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
56 L4-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
57 L5-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
58 L6-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
59 L7-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
60 L8-ROUGH-IN	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ -	0%	\$ -
61 L9-ROUGH-IN	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ -	0%	\$ -
62 L10-ROUGH-IN	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ -	0%	\$ -
63 L11-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
64 L12-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
65 L13-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
66 L14-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
67 L15-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
68 L16-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
69 L17-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
70 L18-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
71 L19-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$ -
72 MECH / ROOF ROUGH-IN	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
73 L4-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
74 L5-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
75 L6-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
76 L7-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -

77	L0-FINISHING	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
78	L9-FINISHING	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
79	L10-FINISHING	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
80	L11-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
81	L12-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
82	L13-FINISHING	\$ 24,000.00	\$ 21,600.00	\$ 21,600.00	\$ -	0%	\$ 2,400.00
83	L14-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
84	L15-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
85	L16-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
86	L17-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
87	L18-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
88	L19-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
89	MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
90							
91	BUILDING 'B' EAST						
92	L4-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
93	L5-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
94	L6-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
95	L7-SLAB	\$ 57,500.00	\$ 57,500.00	\$ 57,500.00	\$ -	0%	\$ -
96	L8-SLAB	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -	0%	\$ -
97	L9-SLAB	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	0%	\$ -
98	L10-SLAB	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -	0%	\$ -
99	L11-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	0%	\$ -
100	L12-SLAB	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00	\$ -	0%	\$ -
101	L13-SLAB	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00	\$ -	0%	\$ -
102	L14-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
103	L15-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
104	L16-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
105	L17-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
106	L18-SLAB	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ -	0%	\$ -
107	L18-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
108	L20-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
109	L21-SLAB	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	0%	\$ -
110	MECH / ROOF SLAB	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	0%	\$ -
111	L4-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
112	L5-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
113	L6-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
114	L7-ROUGH-IN	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00	\$ -	0%	\$ -
115	L8-ROUGH-IN	\$ 38,500.00	\$ 38,500.00	\$ 38,500.00	\$ -	0%	\$ -
116	L9-ROUGH-IN	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ -	0%	\$ -
117	L10-ROUGH-IN	\$ 38,500.00	\$ 38,500.00	\$ 38,500.00	\$ -	0%	\$ -
118	L11-ROUGH-IN	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	\$ -	0%	\$ -
119	L12-ROUGH-IN	\$ 56,500.00	\$ 56,500.00	\$ 56,500.00	\$ -	0%	\$ -
120	L13-ROUGH-IN	\$ 59,500.00	\$ 59,500.00	\$ 59,500.00	\$ -	0%	\$ -
121	L14-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
122	L15-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
123	L16-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
124	L17-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
125	L18-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
126	L18-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
127	L20-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
128	L21-ROUGH-IN	\$ 83,000.00	\$ 83,000.00	\$ 83,000.00	\$ -	0%	\$ -
129	MECH / ROOF ROUGH-IN	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
130	L4-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
131	L5-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
132	L6-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
133	L7-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ -	0%	\$ -
134	L8-FINISHING	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ -	0%	\$ -
135	L8-FINISHING	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ -	0%	\$ -
136	L10-FINISHING	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ -	0%	\$ -
137	L11-FINISHING	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ -	0%	\$ -
138	L12-FINISHING	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ -	0%	\$ -
139	L13-FINISHING	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ -	0%	\$ -
140	L14-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
141	L15-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
142	L16-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
143	L17-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
144	L18-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
145	L19-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
146	L20-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
147	L21-FINISHING	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ -	0%	\$ -
148	MECH / ROOF FINISH	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	0%	\$ -
	TOTAL	\$ 6,188,826.00	\$ 6,184,083.76	\$ 6,184,083.76	\$ -	0.000%	\$ 6,671.26

30

2,400.00

CHANGE ORDERS

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLETED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
2	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
3	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
4	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
5	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
6	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
7	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
8	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
9	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
10	\$ 0.00	\$ -	\$ -	\$ -	0%	\$ 0.00
	TOTAL	\$ 0.00	\$ -	\$ -	0.000%	\$ 0.00

Statutory Declaration

Standard Construction Document

of Progress Payment Distribution by Subcontractor CCDC 9B - 2001

To be made by the Subcontractor prior to payment when required as a condition for either:

- second and subsequent progress payments; or
- release of holdback.

The last application for progress payment for which the Declarant has received payment is No. 23
 dated the 20 day of Aug.
 in the year 2014

Identification of Subcontract

Name of Subcontract (Location and description of the Work as it appears in the Subcontract Documents)
EDGE ON TRIANGLE PARK, 2-6 LISGAR STREET, TORONTO, ONT.
(ELECTRICAL INSTALLATIONS AS DRAWINGS DIVISION #16)
 Date of Contract: 2 AUGUST 2012
Day Month Year

Name of Contractor
EDGE ON TRIANGLE PARK INC.

Name of Subcontractor
SPEEDY ELECTRICAL CONTRACTORS LTD.

Identification of Declarant

Name of Declarant
TINA PASSERO

Position or Title (of office held with Subcontractor)
SECRETARY TREASURER

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor named in the Subcontract identified above, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the Subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the Subcontract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in VAUGHAN, ONT. this 22 day of Oct.
City/Town and Province

in the year 2014

Signature of Declarant

(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)

Christyne Garand, Notary Public
 Regional Municipality of York, limited to the attestation of instruments and the taking of oaths.

The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.

This agreement is protected by copyright and is intended by the parties to be an unaltered version of CCDC 9 - 2001 except to the extent that any alterations or modifications are set forth in supplementary conditions.

Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unaltered version of CCDC 9B - 2001.



eClearance

Clearance Certificate

Search Results

Contractor Legal / Trade Name	Contractor Address	Contractor Classification Unit and Description	Clearance Certificate Number	Validity period (dd-mm-yyyy)	Principal Legal / Trade Name	Principal Address
<u>SPEEDY ELECTRICAL CONTRACTORS LIMITED</u>	114 A CASTER AVE, WOODBIDGE, ON, L4L 5Y9, CAN	1000-001: NON-EXEMPT PRTNRS/ED IN RG 704 4261-000: ELECTRICAL WORK	E2000005IZVW	20-Nov-2014 to 15-Feb-2015	<u>EDGE ON TRIANGLE PARK INC.</u>	120 LYNN WILLIAMS STREET SUITE #2A, ON, M6K 3P6, CAN

[Back](#)

FORM 5
DECLARATION OF LAST SUPPLY UNDER SUBSECTION 31 (5) OF THE AC

Construction Lien Act

SPEEDY ELECTRICAL CONTRACTORS LTD.

(name of supplier)

supplier of services or materials to an improvement being made to:

2-6 LISGAR STREET, TORONTO, ONT.

(address of premises)

declares that:

- The following services or materials were supplied: ALL ELECTRICAL MATERIALS & SUPPLIES
(description of services or materials)
 - These services or materials were supplied under a contract (or subcontract) with: EDGE ON TRIANGLE PARK
(name of payer)
- dated the 9 day of AUGUST 2012
- The last supply of services or materials made by the supplier to the improvement under the contract (or subcontract), was made on: OCTOBER 22, 2014
(date of last supply)
 - No further services or materials will be supplied under the contract (or subcontract).

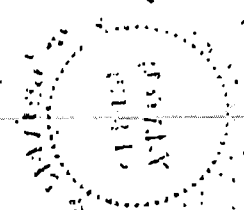
Declared before me at the city of VAUGHAN in the PROVINCE of ONTARIO on the 3 day of DECEMBER 2014

[Signature]
A Commissioner, etc.

[Signature]
(supplier)

Giuseppe Garaci, Notary Public
Regional Municipality of York, limited to the
attestation of instruments and the taking of
affidavits, for Sybaris Ventures Inc.,
c/o Garaci Travel Agency.
Expires March 17, 2017

R.R.O. 1990, Reg. 175, For



Speedy Electrical Contractors Limited Statement of Account 31

114A Caster Avenue
 Woodbridge ON L4L 5Y9
 Phone: (905) 264-2344 Fax: (905) 264-1158

DATE 14-Aug-15
 CUSTOMER NO. URBEDGE

EDGE ON TRIANGLE PARK INC.
 120 LYNN WILLIAMS STREET
 SUITE # 2A
 TORONTO ON M6K 3P6

Edge main contract:

DATE	REFERENCE NO.	DESCRIPTION	TRANS #	AMOUNT	BALANCE
08/09/12	17865	Invoice	0000232351	105,090.00	10,509.00
10/12/12		Payment	0000237086	-94,581.00	
05/01/13	1247	Payment	0000251775	-0.01	-0.01
05/21/14	21223	Invoice	0000276343	379,264.73	0.01
06/17/14		Payment	0000277285	-379,264.72	
10/22/14	21876	Invoice	0000282081	102,615.30	102,615.30
03/03/15	22456	Invoice	0000286556	949.20	949.20
04/23/15	22826	Invoice	0000288250	5,346.31	5,346.31
10-22-14	21880 (Hold back)	invoice	0000 282082	695,408.07	695,408.07
		EDGE.	\$819,827.88		
		EDGE	\$213,004.88		
		Total. =	\$1,032,832.76		
		THE BRIDGE	17,29.83		
		Total. =	\$1,031,562.59		

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	AMOUNT DUE
			119,419.81	119,419.81

814,827.88

Speedy Electrical Contractors Limited Statement of Account 32

114A Caster Avenue
 Woodbridge ON L4L 5Y9
 Phone: (905) 264-2344 Fax: (905) 264-1158

DATE 14-Aug-15
 CUSTOMER NO. URBEDGE-X

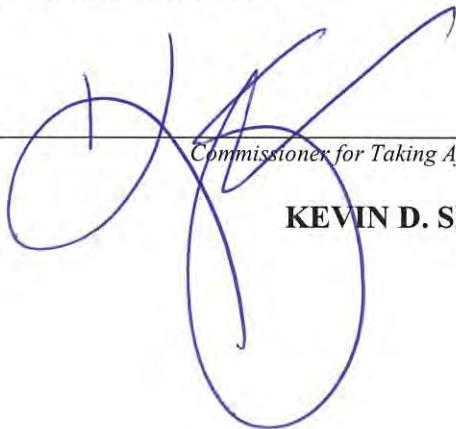
EDGE ON TRIANGLE PARK INC.
 120 LYNN WILLIAMS STREET
 SUITE # 2A
 TORONTO ON M6K 3P6

Edge extras

DATE	REFERENCE NO.	DESCRIPTION	TRANS #	AMOUNT	BALANCE
04/07/14	21056	Invoice	0000275019	1,186.81	1,186.81
04/07/14	21057	Invoice	0000275020	1,160.88	1,160.88
04/07/14	21058	Invoice	0000275021	1,160.88	1,160.88
04/07/14	21049	Invoice	0000275022	12,203.73	12,203.73
04/07/14	21054	Invoice	0000275023	1,931.60	1,931.60
04/07/14	21055	Invoice	0000275024	2,038.55	2,038.55
04/07/14	21050	Invoice	0000275025	1,845.01	1,845.01
05/21/14	21263	Invoice	0000276342	31,258.09	3,125.81
09/16/14		Payment	0000280785	-28,132.28	
09/26/14	21798	Invoice	0000281276	2,655.50	2,655.50
09/26/14	21797	Invoice	0000281277	8,376.72	8,376.72
09/26/14	21799	Invoice	0000281278	2,210.54	2,210.54
09/26/14	21800	Invoice	0000281304	6,583.91	6,583.91
09/26/14	21796	Invoice	0000281305	8,377.06	8,377.06
09/26/14	21795	Invoice	0000281306	15,535.13	15,535.13
09/26/14	21794	Invoice	0000281307	1,834.27	1,834.27
09/26/14	21793	Invoice	0000281310	3,154.02	3,154.02
09/29/14	21792	Invoice	0000281311	2,545.04	2,545.04
10/22/14	21853	Invoice	0000282057	2,209.13	2,209.13
11/01/14	21263X	Credit Memo	0000287693	-3,125.81	-3,125.81
12/05/14	22097	Invoice	0000283668	3,156.10	3,156.10
12/05/14	22095	Invoice	0000283673	10,708.76	10,708.76
12/05/14	22098	Invoice	0000283678	2,447.16	2,447.16
12/05/14	22094	Invoice	0000283679	11,735.21	11,735.21
12/08/14	22136	Invoice	0000283697	2,260.00	2,260.00
12/19/14	22730A	Invoice	0000287691	28,132.29	28,132.29
12/19/14	22731	Invoice	0000287692	66,138.80	66,138.80
05/15/15	22920	Invoice	0000289142	5,139.26	5,139.26
05/15/15	22921	Invoice	0000289143	5,139.26	5,139.26
05/15/15	22922	Invoice	0000289144	5,139.26	5,139.26

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	AMOUNT DUE
			215,004.88	215,004.88

This is Exhibit "B" referred to in the Affidavit of Albert Passero sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Albert Passero <apassero@speedyelectric.ca>
Sent: August 20, 2015 11:52 AM
To: Kevin Sherkin
Subject: FW: Edge and Investment

Hi Kevin
 I'm sending this E. MAIL to keep you informed
 Thanks
 Albert

From: Joe Pietrangelo [mailto:joep@urbancorp.com]
Sent: August-20-15 10:49 AM
To: Albert Passero <apassero@speedyelectric.ca>
Cc: David Mandell <DavidM@urbancorp.com>
Subject: Edge and Investment

Good morning Albert,

As discussed with Alan Saskin, we will secure units as security to Speedy for moneys owed until payment is available by end of October. David Mandell is the contact for this process. I have copied him on this email, as well provided his contact info below.

David A. Mandell, B.A., LL.B.
 Vice President

URBANCORP

120 Lynn Williams Street, Suite 2A
 Toronto, Ontario M6K 3N6
 Direct: (416) 583-0239 | Fax: (416) 928-9501
 email: davidm@urbancorp.com | website: www.urbancorp.com

Best regards,

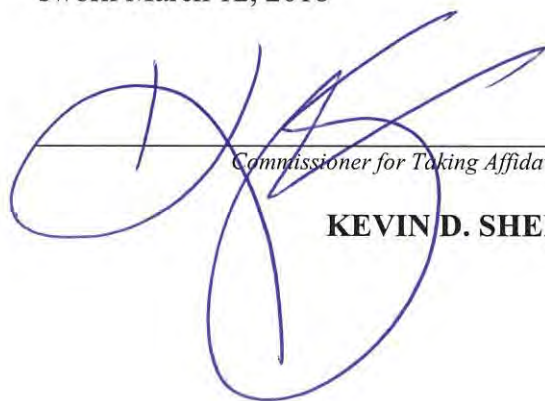
Joe Pietrangelo
 Vice President, Construction

URBANCORP

120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6
 Tel: (416) 928-5001 ext. 244 | Fax: (416) 928-9501
 email: joep@urbancorp.com | website: www.urbancorp.com

Important Notice: This email and any accompanying attachments contain confidential information intended only for the individual or entity named above. Any dissemination or action taken in reliance on this email or attachments by anyone other than the intended recipient is strictly prohibited. If you believe you have received this message in error, please delete it and contact the sender by return email.

This is Exhibit "C" referred to in the Affidavit of Albert Passero
sworn March 12, 2018

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

From: Kevin Sherkin <Kevin@LSBLAW.com>
Date: Thursday, August 20, 2015 at 12:47 PM
To: "David A. Mandell" <davidm@urbancorp.com>
Cc: Angela Bazos <Angela@LSBLAW.com>
Subject: Speedy

Further to our conversations, one that concluded a few minutes ago, I've spoken with my client and can advise you of the following:

1. My client would require first mortgages on units with a loan-to-value ratio based on the current selling price of 70%. The amount to be secured will be \$1,050,000. That should allow adequate funds for the legals to put this into effect to which you are responsible. The current outstanding balance without interest owed to our client is \$1,031,562.59. In addition interest will accrue from today's date on the outstanding balance at 12% per annum. My client will permit the interest to accrue to the date of payment which the parties talked about, such date being October 30, 2015. The units to be secured are the lowest priced units of the ones presently for sale. In addition your client will have to put into our account or prepay to the Condominium Corporation the maintenance and taxes on the units to October 30, 2015. Your clients will also have to produce a tax certificate showing that property taxes are paid up to date on the units. Finally based on our discussion you advised that you are not even certain that your lender will permit this, if that is not confirmed by the end of day we will just register our lien and seek priority over the lenders. There is one final condition in order for this to be a valid methodology of resolving issues. Under section 80(2)" (2) Any conveyance or mortgage in respect of the premises to any person entitled to a lien on the premises, in payment of or as security for that claim, whether given before or after that lien arises, is void against all other persons entitled to a lien on the

premises. R.S.O. 1990, c. C.30, s. 80 (2). "of the construction Lien act a mortgage or conveyance of property is void. Accordingly you will personally as counsel to the Corporation have to provide a statutory declaration confirming that all trades on the project have been paid in full otherwise there is a problem with section 80(2)

2. My client also has confirmed, which perhaps I was not to clear about, that he is to receive security in the form of a first charge for his promissory note in consideration of him deferring your client's present breach(forbearance). The matter will have to be on the same terms as above except the parties have already agreed to the promissory note rate of interest. In addition we would prefer first security on another property other than the within project as we have the same concerns vis-à-vis section 80 (2).

Please provide immediately a list of units and their current prices that are currently held by or still owned by the Corporation.

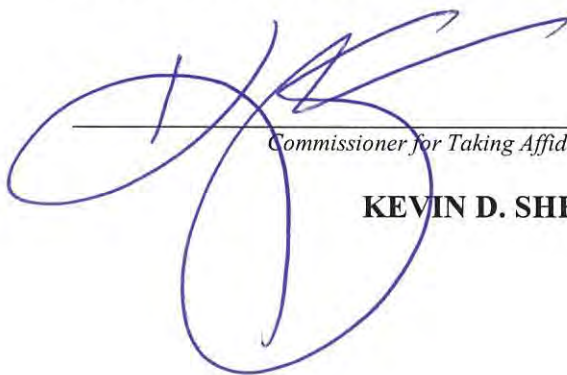
Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

This is Exhibit "D" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: David Mandell <DavidM@urbancorp.com>
Sent: August 20, 2015 2:37 PM
To: Kevin Sherkin
Cc: Angela Bazos
Subject: Re: Speedy

Kevin, I will review with Alan and advise ASAP. To clear up some confusion on your part, I am not in-counsel to Urbancorp. I am a lawyer by trade, but my role here is not as such.

David A. Mandell, B.A., LL.B.
Vice President



120 Lynn Williams Street, Suite 2A

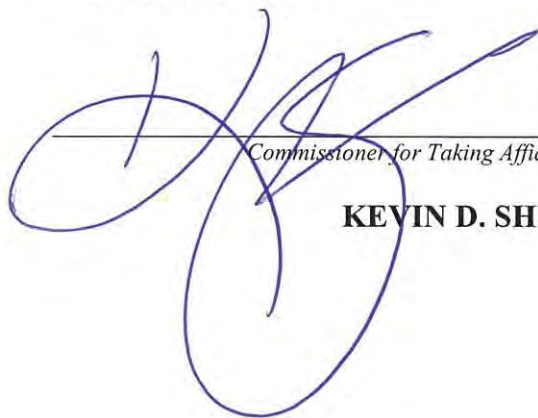
Toronto, Ontario M6K 3N6

Direct: (416) 583-0239 | Fax: (416) 928-9501

email: davidm@urbancorp.com | website: www.urbancorp.com

Important Notice: This email and any accompanying attachments contain confidential information intended only for the individual or entity named above. Any dissemination or action taken in reliance on this email or attachments by anyone other than the intended recipient is strictly prohibited. If you believe you have received this message in error, please delete it and contact the sender by return email.

This is Exhibit "E" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: August-27-15 11:40 AM
To: Barry Rotenberg
Cc: Angela Bazos
Subject: Urbancorp

Without Prejudice

Barry,

I spoke to the client this morning after he had conferred with his brother based on the options discussed yesterday. Based on all the ideas thrown around yesterday here's what we propose:

Units valued at no less than \$2.5 million will be transferred to a bare trustee Corporation and presumably Edge Residential the beneficiary; the bare trustee being controlled by our client with a defined trust agreement stating that the units are pledged to our client for the debt outstanding. The trustee will enter into a mortgage with speedy for the amount outstanding for the work with interest at 12% per annum plus an additional chattel mortgage for the amount outstanding on the note personally owned by Alan's Saskin. The amounts will be payable on October 30, 2015 for both outstanding sums. The chattel mortgage will be registered first with the mortgage for the work second. Alan Saskin will personally guarantee both mortgages the consideration being that the amounts on the note are technically due given the current default and our agreement to defer the payment to October. If your client wishes to sell any of the units in the intervening period the parties will agree that all funds will be given to our client until the amount outstanding to them is satisfied. In the event that your client does not pay the funds off by October 30 default interest will accrue at 18% per annum. Further title to the units will be pledged to our client and in the event the funds are not repaid the trustee will be at liberty to immediately liquidate the units, apply the funds to the outstanding indebtedness being the mortgages registered against the trustee Corporation and if any balance remains owing our clients would be at liberty to pursue any shortfall.

Please confirm that this is acceptable and I will have Michael Singer who works out of our office to immediately have this closed as in my view time is of the essence and I want the matter closed no later than next Friday

Look forward to hearing from you

Sonie

EDGE ON TRIANGLE PARK INC.
120 LYNN WILLIAMS STREET
SUITE # 2A
TORONTO ON M6K 3P6

EDGE

(416) 928-5001 Ext.

19-Dec-2014

26751

Net 30 days

CHANGE ORDER 14781-3

CONTRACT AMOUNT	\$65,033.23
PREVIOUSLY BILED	\$ NIL
CURRENT PROGRESS	\$58,529.91
CONTRACT BALANCE W/R	6,503.32

1.00

65,033.23

65,033.23

1.00

RETAINAGE

-6,503.32

-6,503.32

aug1st

NET TOTAL

58,529.91

HST Number 10496 0299 RT0001

HST

7,608.89

\$66,138.80

22731

not in name at hand


ELECTRICAL CONTRACTORS LIMITED

114A Caster Ave., Woodbridge, Ontario L4L 5Y9

Tel: 905-264-2344 Fax: 905-264-1158

Toll Free: 1-888-605-1525

 SOLD TO: EDGE ON TRIANGLE PARK INC.
 120 LYNN WILLIAMS STREET
 SUITE # 2A
 TORONTO ON M6K 3P6

RE: EDGE ON TRIANGLE

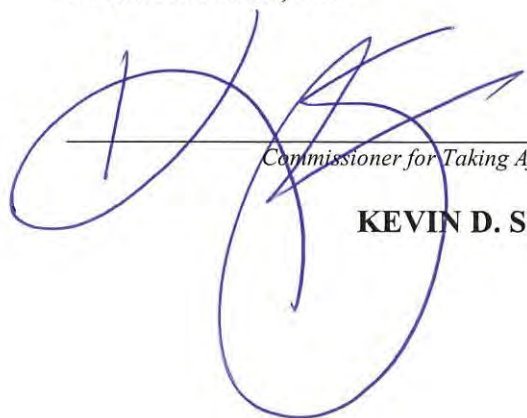
(416) 928-5001 Ext.

DATE	SALESMAN	YOUR ORDER No.	OUR ORDER No.	SHIPPED VIA	TERMS
31-Aug-2015			27613		Net 30 days
QUANTITY ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
1.00	CHANGE ORDER 14781-3 (HOLD BACK) CONTRACT AMOUNT \$65,033.23 PREVIOUSLY BILLED \$58,529.91 CURRENT PROGRESS \$ 6,503.323 NOTE: CHANGE ORDER #2 PLEASE PAY HOLD BACK \$2,766.20 ORIGINAL TOOK HOLD BACK IN INVOICE #21263 RETAINAGE			6,503.32	6,503.32
	NET TOTAL				6,503.32
	HST Number 10496 0299 RT0001			HST	845.43
				TOTAL	\$7,348.75

INVOICE

No 23519

This is Exhibit "F" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

----- Original message -----

From: Barry Rotenberg <brotenberg@harris-sheaffer.com>

Date: 08-31-2015 2:16 AM (GMT-05:00)

To: Kevin Sherkin <Kevin@LSBLAW.com>

Subject: RE: Urbancorp

Kevin

I am not sure about everything you are saying but I think I get the principals.

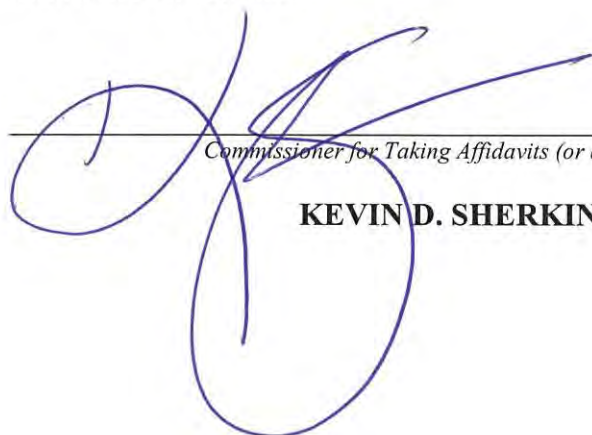
I have emailed Alan with no response as he is in Israel dealing with the Bond issue.

I have also emailed our Lender to ask if he is agreeable as the "deal" Alan has is only with providing Units to satisfy trade obligations on Edge.

I must say that I am surprised at your proposal as your client appeared to confirm that he was satisfied to extend the note and deal with any Edge payable first.

I will keep you advised.

This is Exhibit "G" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Barry Rotenberg <brotenberg@harris-sheaffer.com>
Sent: September 4, 2015 4:41 PM
To: Kevin Sherkin
Subject: Re: Urbancorp

Mr Saskin has been in Isreal all week finalizing the Prospectus for Bond offering. I'm sure he will contact your client early next week. I know he met with the Lemder on Edge,

From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: Friday, September 04, 2015 04:31 PM
To: Barry Rotenberg
Cc: Angela Bazos <Angela@LSBLAW.com>
Subject: Re: Urbancorp

Barry. Obviously your client does not take this seriously and we gave you till Friday which is now over. Please take this email as demand under the note. We will proceed with a bankruptcy petition next week. We will also be commencing a separate proceed on the project as well as a breach of trust proceed against all of the directors. It's unfortunate as we gave you a reasonable way out. We will also be suing any trades who took units in exchange for debt. Sorry but we can't wait any longer and time is of the essence which your client does not seem to get.

This is Exhibit "H" referred to in the Affidavit of Albert Passero sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Kevin Sherkin
Sent: September 9, 2015 9:59 PM
To: Barry Rotenberg
Cc: Angela Bazos
Subject: Bloor street condo

Barry,

Further to our conversation of earlier today, I need to know if your lender will complete the transaction in the form proposed relating to the amounts of standing on this particular condominium. I need to know this information by tomorrow. In regard to the personal obligation of your client, I pulled a title search of Mr. Saskin's condo which was purchased for 5.8 million in 2012 with a mortgage of \$4.8 million in favour of CIBC at the time of purchase. Curiously that mortgage was paid off on September 8, 2014 and if I was a betting man I would have to say monies came from the company in which to pay this sum. I will seek an equitable tracing order for the trust months into your client's property against Doreen and once I launch this proceeding I'm sure many others will follow suit I'm also investigating properties owned by his children as well. My suggestion would be to permit a mortgage against the condominium for the personal note as notionally half the equity is his in any event and obtain his wife's consent. Apparently Mr. Saskin plans to pay so in reality it should be no concern of his ;his wife is enjoying the lifestyle from the company anyway. Once the horses are out of the barn it's hard to put them back in.

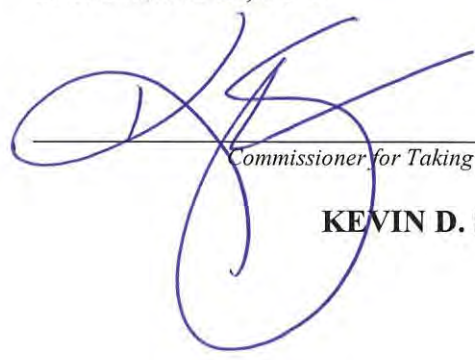
Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

This is Exhibit "I" referred to in the Affidavit of Albert Passero sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

----- Original message -----

From: Barry Rotenberg <brotenberg@harris-sheaffer.com>
Date: 09-11-2015 3:04 AM (GMT-05:00)
To: Kevin Sherkin <Kevin@LSBLAW.com>
Subject: Speedy

Alan and Terra Firma are meeting today.
I will let you know as soon as I have an answer to you question.

Barry Rotenberg
brotenberg@harris-sheaffer.com

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

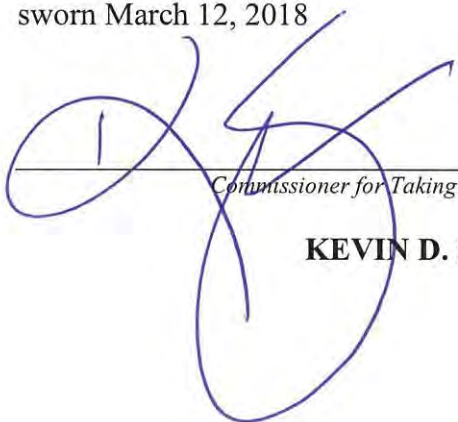
Yonge Corporate Centre
4100 Yonge Street, Suite 610, Toronto, ON M2P 2B5
Telephone (416) 250-5800/Facsimile (416) 250-5300
www.harris-sheaffer.com

If you wish to be removed from any future communication from Harris Sheaffer, please send a blank email to unsubscribe@harris-sheaffer.com and you will be removed from future email correspondence within 10 business days.

One of Canada's top 5 boutique commercial real estate firms as ranked by Canadian Lawyer Magazine

IMPORTANT NOTICE: This email communication is confidential and legally privileged. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you.

This is Exhibit "J" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Kevin Sherkin
Sent: September 30, 2015 5:24 PM
To: David Mandell
Cc: Angela Bazos
Subject: Edge
Attachments: lsbscanner@rationalsolutions.com_20150930_155058.pdf

David I attach our client's Lien which has been registered against Edge. I am filing an additional Lien tomorrow for another client. I'm also going to be registering against all of the owners to whom transfers have been made as a result of the ability to bind the common elements of the Condominium Corporation as that is how registration is done and it affects all of the owners units.

Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

LRO # 80 Construction Plan

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 1 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0005 LT
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0006 LT
<i>Description</i>	UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0007 LT
<i>Description</i>	UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0008 LT
<i>Description</i>	UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0009 LT
<i>Description</i>	UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0011 LT
<i>Description</i>	UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0012 LT
<i>Description</i>	UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 2 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0013 LT
<i>Description</i>	UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0014 LT
<i>Description</i>	UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0016 LT
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0018 LT
<i>Description</i>	UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0020 LT
<i>Description</i>	UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0021 LT
<i>Description</i>	UNIT 7, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0024 LT
<i>Description</i>	UNIT 10, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0025 LT
<i>Description</i>	UNIT 11, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0026 LT
<i>Description</i>	UNIT 12, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0027 LT
<i>Description</i>	UNIT 13, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0031 LT
<i>Description</i>	UNIT 17, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 3 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0033 LT
<i>Description</i>	UNIT 19, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0034 LT
<i>Description</i>	UNIT 20, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0041 LT
<i>Description</i>	UNIT 27, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0049 LT
<i>Description</i>	UNIT 35, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0051 LT
<i>Description</i>	UNIT 37, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0066 LT
<i>Description</i>	UNIT 52, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0068 LT
<i>Description</i>	UNIT 54, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0069 LT
<i>Description</i>	UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0070 LT
<i>Description</i>	UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0071 LT
<i>Description</i>	UNIT 57, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0073 LT
<i>Description</i>	UNIT 59, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 4 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0094 LT
<i>Description</i>	UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0096 LT
<i>Description</i>	UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0097 LT
<i>Description</i>	UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0106 LT
<i>Description</i>	UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0108 LT
<i>Description</i>	UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0110 LT
<i>Description</i>	UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0113 LT
<i>Description</i>	UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0117 LT
<i>Description</i>	UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0125 LT
<i>Description</i>	UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0148 LT
<i>Description</i>	UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0162 LT
<i>Description</i>	UNIT 69, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 5 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0174 LT
<i>Description</i>	UNIT 81, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0177 LT
<i>Description</i>	UNIT 84, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0188 LT
<i>Description</i>	UNIT 95, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0191 LT
<i>Description</i>	UNIT 98, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0205 LT
<i>Description</i>	UNIT 112, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0239 LT
<i>Description</i>	UNIT 146, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0240 LT
<i>Description</i>	UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0241 LT
<i>Description</i>	UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0260 LT
<i>Description</i>	UNIT 21, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0262 LT
<i>Description</i>	UNIT 23, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0263 LT
<i>Description</i>	UNIT 24, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 6 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0264 LT
<i>Description</i>	UNIT 25, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0265 LT
<i>Description</i>	UNIT 26, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0266 LT
<i>Description</i>	UNIT 27, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0269 LT
<i>Description</i>	UNIT 30, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0290 LT
<i>Description</i>	UNIT 51, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0291 LT
<i>Description</i>	UNIT 52, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0292 LT
<i>Description</i>	UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0293 LT
<i>Description</i>	UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0296 LT
<i>Description</i>	UNIT 5, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0298 LT
<i>Description</i>	UNIT 7, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0315 LT
<i>Description</i>	UNIT 24, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 7 of 16

Properties

<i>PIN</i>	76448 - 0318 LT
<i>Description</i>	UNIT 27, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0321 LT
<i>Description</i>	UNIT 30, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0322 LT
<i>Description</i>	UNIT 31, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0338 LT
<i>Description</i>	UNIT 47, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0340 LT
<i>Description</i>	UNIT 49, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0342 LT
<i>Description</i>	UNIT 51, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0343 LT
<i>Description</i>	UNIT 52, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0344 LT
<i>Description</i>	UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0347 LT
<i>Description</i>	UNIT 4, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0373 LT
<i>Description</i>	UNIT 30, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0376 LT
<i>Description</i>	UNIT 33, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 8 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0377 LT
<i>Description</i>	UNIT 34, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0392 LT
<i>Description</i>	UNIT 49, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2418 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0395 LT
<i>Description</i>	UNIT 52, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0401 LT
<i>Description</i>	UNIT 58, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0402 LT
<i>Description</i>	UNIT 59, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0403 LT
<i>Description</i>	UNIT 60, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0404 LT
<i>Description</i>	UNIT 61, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2418 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0405 LT
<i>Description</i>	UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0408 LT
<i>Description</i>	UNIT 4, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0433 LT
<i>Description</i>	UNIT 29, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0436 LT
<i>Description</i>	UNIT 32, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 9 of 16

Properties

<i>PIN</i>	76448 - 0447 LT
<i>Description</i>	UNIT 43, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0453 LT
<i>Description</i>	UNIT 49, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0456 LT
<i>Description</i>	UNIT 52, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0461 LT
<i>Description</i>	UNIT 57, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0462 LT
<i>Description</i>	UNIT 58, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0463 LT
<i>Description</i>	UNIT 59, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0480 LT
<i>Description</i>	UNIT 17, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0493 LT
<i>Description</i>	UNIT 30, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0498 LT
<i>Description</i>	UNIT 35, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0501 LT
<i>Description</i>	UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0514 LT
<i>Description</i>	UNIT 14, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 10 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0515 LT
<i>Description</i>	UNIT 1, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0530 LT
<i>Description</i>	UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0544 LT
<i>Description</i>	UNIT 30, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0551 LT
<i>Description</i>	UNIT 37, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0552 LT
<i>Description</i>	UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0568 LT
<i>Description</i>	UNIT 17, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0569 LT
<i>Description</i>	UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0575 LT
<i>Description</i>	UNIT 7, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0586 LT
<i>Description</i>	UNIT 18, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0590 LT
<i>Description</i>	UNIT 22, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0614 LT
<i>Description</i>	UNIT 46, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties	
------------	--

<i>PIN</i>	76448 - 0621 LT
<i>Description</i>	UNIT 53, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0638 LT
<i>Description</i>	UNIT 17, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0639 LT
<i>Description</i>	UNIT 1, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0676 LT
<i>Description</i>	UNIT 38, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0679 LT
<i>Description</i>	UNIT 3, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0681 LT
<i>Description</i>	UNIT 5, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0765 LT
<i>Description</i>	UNIT 15, LEVEL 17, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0804 LT
<i>Description</i>	UNIT 18, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0824 LT
<i>Description</i>	UNIT 38, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0859 LT
<i>Description</i>	UNIT 35, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0901 LT
<i>Description</i>	UNIT 1, LEVEL 22, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 12 of 16

Properties

PIN 76448 - 0902 LT

Description UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 0903 LT

Description UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1032 LT

Description UNIT 129, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1033 LT

Description UNIT 130, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1066 LT

Description UNIT 163, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1073 LT

Description UNIT 170, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1170 LT

Description UNIT 267, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1171 LT

Description UNIT 268, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1172 LT

Description UNIT 269, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1232 LT

Description UNIT 58, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

PIN 76448 - 1250 LT

Description UNIT 76, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

Properties

PIN 76448 - 1252 LT
Description UNIT 78, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1253 LT
Description UNIT 79, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1254 LT
Description UNIT 80, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1255 LT
Description UNIT 81, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1256 LT
Description UNIT 82, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1257 LT
Description UNIT 83, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1258 LT
Description UNIT 84, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1259 LT
Description UNIT 85, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1260 LT
Description UNIT 86, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1261 LT
Description UNIT 87, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

PIN 76448 - 1262 LT
Description UNIT 88, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 14 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 1263 LT
<i>Description</i>	UNIT 89, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1266 LT
<i>Description</i>	UNIT 92, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1267 LT
<i>Description</i>	UNIT 93, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1330 LT
<i>Description</i>	UNIT 5, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1340 LT
<i>Description</i>	UNIT 15, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1344 LT
<i>Description</i>	UNIT 19, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1380 LT
<i>Description</i>	UNIT 55, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1394 LT
<i>Description</i>	UNIT 69, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1400 LT
<i>Description</i>	UNIT 75, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1404 LT
<i>Description</i>	UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1405 LT
<i>Description</i>	UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 15 of 18

Properties

- PIN* 76448 - 1407 LT

Description UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1408 LT

Description UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1409 LT

Description UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1410 LT

Description UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1411 LT

Description UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1412 LT

Description UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1416 LT

Description UNIT 91, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1417 LT

Description UNIT 92, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$ 1,038,911.44

Claimant(s)

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED

Address for Service C/O
LEVINE, SHERKIN, BOUSSIDAN PROFESSIONAL CORP
23 LESMILL ROAD SUITE 300
TORONTO, ONT
M3B 3P6

I am the lien claimant and the facts stated in the claim for lien are true.

I, ALBERT PASSERO, have the authority to bind the corporation.

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

LRO # 80 Construction Lien

Received as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 16 of 16

Claimant(s)

Statements

Name and Address of Owner EDGE ON TRIANGLE PARK INC. AND EDGE REDIENTIAL INC. 120 LYNN WILLIAMS ST. TORONTO, M2K 3P6,SEE SCHEDULE Name and address of person to whom lien claimant supplied services or materials EDGE ON TRIANGLE PARK INC. 120 LYNN WILLIAMS STREET TORONTO,SEE SCHEDULE Time within which services or materials were supplied from 2012/08/01 to 2015/08/31 Short description of services or materials that have been supplied ELECTRICAL CONTRACTING SUPPLY AND INSTALL Contract price or subcontract price \$6,159,625.00 Amount claimed as owing in respect of services or materials that have been supplied \$1,038,911.44

Schedule: ADDITIONAL OWNERS: TERRA FIRMA CAPITAL CORPORTION, 5000 YONGE STREET TORONTO ONTARIO; AVIVA INSURANCE COMPANY OF CANADA 121 KING STREET TORONTO ONTARIO;URBANCORP EQUITY INC.120 LYNN WILLIAMS ST. TORONTO ONTARIO; ADDITIONAL PARTIES TO WHOM THE THE SUPPLY OF GOODS AND SERVICES WAS MADE: AVIVA INSURANCE COMPANY OF CANADA 121 KING STREET TORONTO ONTARIO; TERRA FIRMA CAPITAL CORPORATION 5000 YONGE STREET TORONTO ONTARIO;URBANCOP EQUITY CORPORATION 120 LYNN WILLIAMS STREET, TORONTO ONTARIO

Signed By

Kevin David Sherkin	23 Lesmill Road, #300 Toronto M3B 3P6	acting for Applicant(s)	Signed	2015 09 30
Tel 416-224-2400				
Fax 416-224-2408				

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

Submitted By

LEVINE SHERKIN BOUSSIDAN	23 Lesmill Road, #300 Toronto M3B 3P6	2015 09 30
Tel 416-224-2400		
Fax 416-224-2408		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

Appendix "I"

From: Joe Pietrangelo
Sent: October 6, 2015 11:24 AM
To: Jeff Cecilio
Subject: FW: FW: I am waiting on hold

Joe Pietrangelo

From: Joe Pietrangelo
Sent: October-05-15 5:01 PM
To: 'apassero@speedyelectric.ca'
Subject: FW: FW: I am waiting on hold

Albert, see below from Alan's Lawyer.

After you and I spoke today your lawyer is still not cooperating in this process. I think your lawyer is deliberately abusing the process, to piss off other trades, to get more clients he doesn't want you to settle and free up the edge units

Again please call me anytime to discuss

Joe Pietrangelo

From: Joe Pietrangelo
Sent: October 1, 2015 12:03 PM
To: Jeff Cecilio
Subject: FW: Fw:

Joe Pietrangelo

From: Joe Pietrangelo
Sent: October-01-15 11:34 AM
To: 'apassero@speedyelectric.ca'; 'Maurizio Passero'
Cc: 'Alan Saskin (alansaskin@gmail.com)'
Subject: FW: Fw:

Hi Albert, not sure if you check your emails regularly, so I have copied Maurizio to ensure you see this email.

Please see below email threatening Alan with personal bankruptcy proceedings.

It is my understanding that we are resolving this and we only asked to delay payment for 2 months. The lawyer is out of line, running the risk of damaging our long relationship with these extreme actions.

We can meet you anytime to discuss and to preserve our relationship.

Regards,

Joe

From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: Wednesday, September 30, 2015 05:39 PM
To: Barry Rotenberg
Cc: Angela Bazos & <Angela@LSBLAW.com>
Subject:

Barry

I served this today on Mandel and am sending a notice of claim to the other statutory owners listed on the lien tomorrow. In addition I have another client who will register a lien tomorrow. I also have a breach of trust claim against Alan and a number of the other senior employees and former Director of your client. Let me know if you want to accept service of that as well. I also want to know if you will accept service of the petition in bankruptcy for Alan

Kevin D. Sherkin

Levine Sherkin Boussidan

A Professional Corporation of Barristers

23 Lesmill Road., Suite 300

Toronto, Ontario

M3B 3P6

☎



Appendix “J”

From: Alan Saskin
Sent: October 2, 2015 4:49 PM
To: Jeff Cecilio
Subject: Fwd: Can u please call me on cell

Please cal or have joe call Albert of speedy now, today

Or leave message

His lawyer has agreed to other security for edge

But his lawyer insisting we tell him who all the edge creditors are

And we refuse

It's none of his business

His security is not on edge

We think his lawyer is looking for new clients to hire

Want him to call his lawyer

And make the agreed upon deal

Please confirm

Thanks

Alan

Sent from my iPhone

Appendix "O"



October 5, 2015

Urbancorp (Lawrence) Inc.
120 Lynn Williams Street
Toronto, ON

Attention: Mr. Alan Saskin

RE: **LOAN RENEWAL**
1780 Lawrence Ave. West, Toronto

Dear Mr. Saskin;

TERRA FIRMA CAPITAL CORPORATION (hereinafter called "Terra Firma" or "TFCC") through Terra Firma MA Ltd. (the "Mortgage Brokerage") is pleased to provide the following renewal (the "Renewal") subject to the terms and conditions set out below. Save and except as hereby amended, all other terms of the Commitment Letter dated August 20, 2013 shall remain unchanged and in effect. Together, this Renewal, and the original Commitment Letter shall collectively be known as the "Commitment Letter".

1. **BORROWER:** Urbancorp (Lawrence) Inc.
(the "Borrower")
2. **GUARANTOR(S):** Joint and several guarantees of Alan Saskin and Urbancorp Toronto Management Inc.
3. **PROJECT:** A 7.45 acre parcel of land (approximately 4.88 acres, net developable) currently improved with an existing TDSB school site. The property is to be developed to yield 91 residential units as follows:

# of Units	Type	Avg. Size	
		(s.f.)	Avg. \$
46	Semi	2,485	\$ 670,326
3	Single	3,033	\$ 900,000
42	13' FH Towns	2,461	\$ 571,571
91		2,492	\$ 632,319

(the "Project")

4. **LOAN FACILITY:** \$7,953,495 as follows:

\$7,470,000	Original Principal Balance
\$ 483,495	Accrued Interest from initial advance

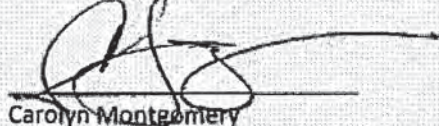
1 | Page

5. **PURPOSE:**
- 1) To renew the term of the loan for an additional 18 months to mature March 1, 2017.
 - 2) To amend the Registered Charge.
 - 3) To amend the payment provision for payment of the monthly interest.
6. **TERM:**
- Original
24 months (maturity date of September 1, 2015)
- Revised
Loan to mature March 1, 2017.
7. **INTEREST RATE:**
- Original
Greater of Prime + 7.00% / 10.00% per annum.
Interest to be paid on a monthly basis based upon the greater of Prime + 4.00% / 7.00% per annum, with the balance to be accrued to the Loan Balance.
- Revised
Greater of Prime + 7.00% / 10.00% per annum.
Interest to be paid on a monthly basis based upon the greater of Prime + 2.00% / 5.00% per annum, with the balance to be accrued to the Loan Balance.
8. **PREPAYMENT:** Open with 14 days written notice.
9. **RENEWAL FEE:** \$159,000 (2%)
10. **SECURITY:** The existing security to remain in full force and effect save for the following:
- a) Registered Charge to be increased to \$9,000,000.
11. **RENEWAL CONDITIONS:**
- a) Satisfactory confirmation of 65 sales in place generating \$39,500,000 in gross sales revenue. (Received)
 - b) Satisfactory written confirmation from the Lender's planning consultant (Ted Davidson) that rezoning and draft plan approval for the proposed development is a reasonable exercise that can be completed within the term of the loan.
 - c) Updated Financial Statements of the Borrower. (Received)
 - d) Current net worth statement and/or financial statements of the Guarantors. (Received)
 - e) Such other information the Lender may reasonably require.

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning one (1) copy of this Renewal to the Lender's office by October 12th, 2015 together with your cheque in the amount of \$159,000 representing the Renewal Fee due and payable, failing which this letter shall be deemed null and void.

Yours truly,

Terra Firma MA Ltd.



Carolyn Montgomery
Vice President & Principal Broker

Borrower and Guarantor hereby accept the terms and conditions of the above-mentioned Amendment, agree to be responsible for all fees and disbursements payable in accordance with provisions of this Amendment and authorize the credit checks contemplated herein. By signing this Amendment, the Borrower acknowledges that the Loan is solely for its own benefit, and not for the benefit of any third party, except as specifically disclosed herein.

ACCEPTANCE

Accepted on the terms and conditions herein provided this ____ day of _____ 2015.

Urbancorp (Lawrence) Inc.

Per: _____
I/we have the authority to bind the corporation

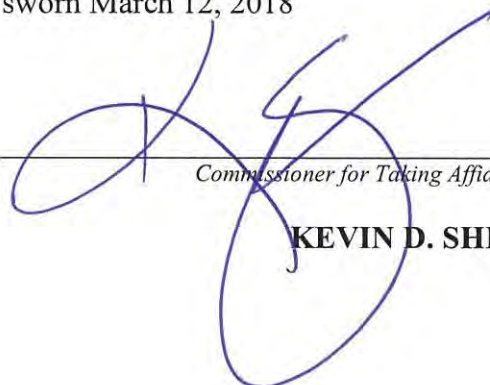
Guarantors

Signature: _____
Name: Alan Saskin

Urbancorp Toronto Management Inc.

Per: _____
I/we have the authority to bind the corporation

This is Exhibit "K" referred to in the Affidavit of Albert Passero sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Kevin Sherkin
Sent: October 7, 2015 1:27 PM
To: 'Albert Passero'
Subject: FW: Bridge Inventory Units
Attachments: Bridge Inventory - Mortgage Information.pdf

Kevin D. Sherkin

Levine Sherkin Boussidan
 A Professional Corporation of Barristers
 23 Lesmill Road., Suite 300
 Toronto, Ontario
 M3B 3P6
 (416) 224-2400
 (416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

From: David Mandell [mailto:DavidM@urbancorp.com]
Sent: October 7, 2015 11:36 AM
To: Jack B. Berkow <jberkow@berkowcohen.com>; Kevin Sherkin <Kevin@LSBLAW.com>
Subject: Bridge Inventory Units

Schedule attached.

David A. Mandell, B.A., LL.B.
 Vice President

URBANCORP

120 Lynn Williams Street, Suite 2A
 Toronto, Ontario M6K 3N6
 Direct: (416) 583-0239 | Fax: (416) 928-9501
 email: davidm@urbancorp.com | website: www.urbancorp.com

Important Notice: This email and any accompanying attachments contain confidential information intended only for the individual or entity named above. Any dissemination or action taken in reliance on this email or attachments by anyone other than the intended recipient is strictly prohibited. If you believe you have received this message in error, please delete it and contact the sender by return email.

Inventory Units - Mortgage Information

Suite	Tills	Mortgage Approval With:	Interest Rate	Term	Amortization Period	First Payment Start Date	Market Value	Loan Value	SF	\$/SF
102	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 289,990.00	\$ 166,750.00	525	\$552.38
104	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 372,990.00	\$ 182,000.00	585	\$552.12
105	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 279,990.00	\$ 159,250.00	500	\$558.98
201	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 365,990.00	\$ 209,997.50	675	\$542.21
202	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 410,990.00	\$ 247,492.50	785	\$536.29
416	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 265,990.00	\$ 169,000.00	500	\$549.98
710	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 299,990.00	\$ 189,000.00	540	\$555.54
1022	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 379,990.00	\$ 250,117.50	680	\$550.71
1323	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 357,990.00	\$ 204,750.00	650	\$550.75
1418	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 330,990.00	\$ 188,500.00	600	\$551.65
1422	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 358,990.00	\$ 235,492.50	650	\$552.29
1423	King Residential Inc.	TD Bank	3.59	5 Yr Closed	30	01-Feb-14	\$ 338,990.00	\$ 217,750.00	620	\$552.29
1909	King Residential Inc.	CIBC	3.15	3 Yr Fixed Closed	30	17-Mar-14	\$ 235,990.00	\$ 149,000.00	470	\$561.88
Total							\$ 4,206,870.00	\$ 2,542,995.00	7790	\$550.56

Appendix “N”

Bay Entities
Balance Sheet Solvency Test
As at October 15, 2015
(Unaudited, \$C)

	Notes	Book Values ¹	Fair Market Value Adjustments	Adjusted Values
Assets				
Current assets				
Cash	2	(224,557)	224,557	-
Restricted Cash	3	1,542,362	(1,542,362)	-
Short term investments	4	530,621	(530,621)	-
Intercompany receivable	5	11,392,146	(11,392,146)	-
Sundry assets	6	4,494,323	(2,473,305)	2,021,018
		17,734,895	(15,713,878)	2,021,018
Property held for development	7	98,541,434	4,254,316	102,795,749
Total assets		116,276,329	(11,459,562)	104,816,767
Liabilities				
Current liabilities				
Accounts payable	8	6,969,682	224,557	7,194,239
Laurentian loan		12,679,875	-	12,679,875
		19,649,557	224,557	19,874,114
Long-term debt				
Purchasers' Deposits	3	16,198,692	(1,542,362)	14,656,330
Third Party loans	8	55,675,959	-	55,675,959
Intercompany payable	9	7,400,423	-	7,400,423
Speedy Mortgage - contingent obligation	10	-	2,400,000	2,400,000
Other		355,981	-	355,981
		79,631,055	857,638	80,488,693
Total liabilities		99,280,612	1,082,195	100,362,807
Equity		16,995,717	(12,541,757)	4,453,960
Liabilities and Equity		116,276,329	(11,459,562)	104,816,767

Notes:

- The book values are based on the books and records of the Bay Entities.
- The combined cash balance as at November 15, 2015 was an overdraft of \$224,557. The Bay Entities did not have a line of credit. The cash balance appears to include a float of cheques. Accordingly, the bank balance has been adjusted to zero and payables have been increased by \$224,557.
- Represents purchasers' deposits for condominiums held in trust at a law firm. The deposits were not available for use by the Bay Entities. Accordingly, the restricted cash has been reduced to zero and a corresponding adjustment has been made to reduce the purchasers' deposit liability.
- Represents cash collateral posted in connection with letters of credit issued to the City of Toronto in connection with the Bridge and Newtowns projects. The cash collateral was not available for use by the Bay Entities. Accordingly, the short term investments have been reduced to zero.

Bay Entities
Balance Sheet Solvency Test
As at October 15, 2015
(unaudited; \$C)

5. A summary of intercompany receivables is provided in the table below:

Entity	Amount
Urbancorp Toronto Management Inc.	2,526,969
Vestaco Homes Inc.	3,523,280
TCC Urbancorp (Stadium Road) LP	3,413,011
Urbancorp Management Inc.	1,145,480
Edge on Triangle Park Inc.	421,365
Epic on Triangle Park Inc.	132,889
Other	229,152
	<u>11,392,146</u>

The recovery, if any, from these receivables is uncertain and likely nil. The balance has been adjusted to zero.

6. A summary of the sundry assets is provided in the table below.

Description	Notes	Amount	Adjustment	Fair Value
Government receivables	a	1,033,883	-	1,033,883
Accounts receivable	b	3,041,981	(2,473,305)	568,676
Prepaid assets		418,459	-	418,459
		<u>4,494,323</u>	<u>(2,473,305)</u>	<u>2,021,018</u>

(a) Represents HST receivables owing to the Bay Entities, which should be collectible. No adjustment has been made to this line item.

(b) Represents accounts receivable owing to the Bay Entities. The adjustment represents the portion of accounts receivable written off as bad debt by MNP LLP, the Bay Entities' external accountants, in December, 2015.

Bay Entities
Balance Sheet Solvency Test
As at October 15, 2015
(unaudited; \$C)

7. Represents property held for development by the Bay Entities. Certain of these properties were subsequently sold. In these cases, the Monitor has estimated the fair market value of the properties as of November 15, 2015, based on the selling price of the properties. According to Altus Group Limited, an international real estate consultant, residential land prices in Toronto increased by approximately 17% per annum during 2015 and 2016. The selling prices have been discounted to reflect price appreciation after November 15, 2015. The Monitor has not considered what improvements were completed on the land subsequent to November 15, 2015.

Entity	Notes	Book Value	Selling Price	Discount for Appreciation (\$)	Realization Costs (\$)	Realization Costs (%)	Fair Market Value	Change in Balance Sheet
840 St. Clair	a	6,207,725	3,640,000	(464,100)	(205,205)	(205,205)	2,970,695	(3,237,030)
King South Bridge	b	4,874,242	3,800,000	(215,333)	(200,767)	(200,767)	3,383,900	(1,490,342)
Newtowns	c	2,974,230	-	-	-	-	-	(2,974,230)
Queen	c	1,152	-	-	-	-	-	(1,152)
Queen	c	102,720	-	-	-	-	-	(102,720)
Bridlepath	d	15,174,537	25,888,888	(3,300,833)	(1,459,486)	(1,459,486)	21,128,569	5,954,032
Lawrence	d	12,508,421	23,200,000	(3,944,000)	(1,357,200)	(1,357,200)	17,898,800	5,390,379
Mallow	d	18,255,062	21,300,000	(2,715,750)	(1,200,788)	(1,200,788)	17,383,463	(871,600)
Patricia	d	16,051,072	16,800,000	(2,142,000)	(947,100)	(947,100)	13,710,900	(2,340,172)
St. Clair	d	11,726,950	15,100,000	(1,925,250)	(851,263)	(851,263)	12,323,488	596,538
Woodbine	d	7,054,411	13,300,000	(1,695,750)	(749,788)	(749,788)	10,854,463	3,800,052
KRI	e	3,610,909	3,964,000	(594,600)	(27,930)	(27,930)	3,141,470	(469,439)
		<u>98,541,431</u>	<u>126,992,888</u>	<u>(16,997,617)</u>	<u>(7,199,525)</u>	<u>(7,199,525)</u>	<u>102,795,746</u>	<u>4,254,316</u>

- (a) Reflects the Bay LP's 40% interest in 840 St. Clair Avenue West, which was a joint partnership with Hendrick and Main Developments Inc. The proceeds from the transaction were \$9.1 million, 40% of which has been allocated to Bay LP.

- (b) King South held a 50% interest in 1071 King Street West, Toronto. In March 2016, prior to the CCAA proceedings, King South sold its interest in the project for cash proceeds of \$7.6 million, 50% of which has been allocated to King South.

- (c) The balances are from projects that were previously sold. The balances have no value.

- (d) These projects were sold by the Monitor. Each of the transactions closed in the Fall of 2016.

- (e) Represents condominium units held by KRI. The Monitor has engaged Brad Lamb Realty to market the condominium units for sale. The total list prices for the condominium units is \$3.964 million. The listing price has been discounted by 15% to estimate the value as of November 15, 2015.

8. Represents loans owed on various of the Bay Entities' projects.

9. A summary of intercompany payables is provided in the following table.

Entity	Amount
Aubergine	5,027,599
Hungarian house	775,127
Urbancorp Renewable Power Inc.	577,068
Urbancorp (Valermo) Inc.	438,671
Other	561,958
	<u>7,400,423</u>

10. Represents the Speedy mortgages.

Appendix “Q”

Fwd: Meeting to discuss recent media and consumer complaints

Subject: Fwd: Meeting to discuss recent media and consumer complaints

From: Alan Saskin <alansaskin@gmail.com>

Date: 2015-10-16 1:27 PM

To: David Mandell <davidm@urbancorp.com>

david

I'm open anytime wednesday

could you contact them and set it up

thanks

alan

----- Forwarded message -----

From: Mike Cote <Mike.Cote@tarion.com>

Date: Fri, Oct 16, 2015 at 1:24 PM

Subject: Meeting to discuss recent media and consumer complaints

To: "alansaskin@gmail.com" <alansaskin@gmail.com>

Cc: "DavidM@urbancorp.com" <DavidM@urbancorp.com>, Adil Darr <Adil.Darr@tarion.com>

Good afternoon Alan,

We are in the midst of fielding a series of media and consumer complaints involving at least 2 of your projects, 50 Curzon and Howie Street. The complaints revolve around delays of construction and landscape completion. There appears to be conflicting information being communicated by Urbancorp to your purchasers/owners and what information is being communicated by the municipality.

I understand Adil has asked you (via email) to meet next week to discuss status of your recent projects. I have been asked to consider these complaints a matter of builder conduct so I will be attending this meeting as well.

Please consider this an urgent matter and provide times Monday/Tuesday/Wednesday next week when you would be available to meet to discuss.

Fwd: Meeting to discuss recent media and consumer complaints

Regards,

MIKE E. COTE

SENIOR ADVISOR, OPERATIONS & DEPUTY REGISTRAR | [416 229 3816](tel:4162293816)
Mike.Cote@Tarion.com

TARION WARRANTY CORPORATION | 5160 Yonge Street, 12th Floor | Toronto, ON
M2N 6L9

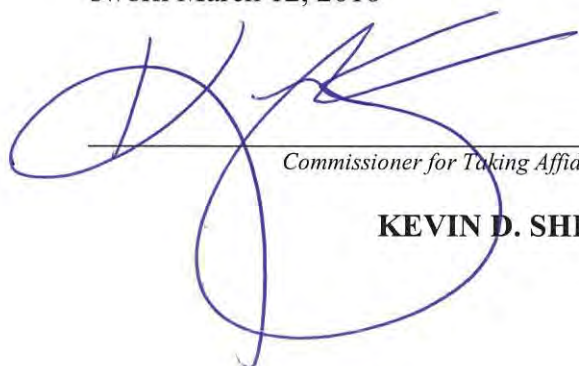
1.877.9TARION | TARION.COM | [facebook/TarionWarrantyCorp](https://facebook.com/TarionWarrantyCorp) |
[youtube/TarionWarranty](https://youtube.com/TarionWarranty)

Homeowners: Register for [MyHome](#), Tarion's online service for homeowners. Submit warranty forms online and keep track of important warranty dates.

Builders: Register for [BuilderLink](#) - Tarion's online service for builders. Enrol homes and manage your homeowners' warranty service.

This message, including any attachments, is meant only for the use of the intended recipient and may contain information that is privileged. The sender does not in any way waive any related rights or privilege. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please contact the sender immediately by reply e-mail and permanently delete this message including any attachments, without reading it or making a copy.

This is Exhibit "N" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Kevin Sherkin
Sent: October 20, 2015 5:57 PM
To: 'Jack B Berkow'
Cc: Michelle Cruz
Subject: Saskin

If we don't have the units tomorrow we will just proceed forward with all aspects of the litigation

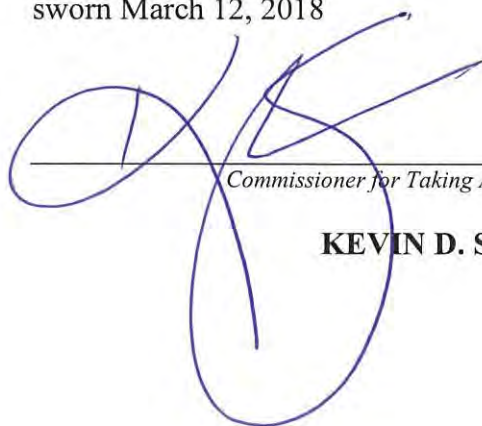
Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

This is Exhibit "O" referred to in the Affidavit of Albert Passero
sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

From: Kevin Sherkin [<mailto:Kevin@LSBLAW.com>]
Sent: October-21-15 12:02 PM
To: Jack B Berkow; Barry Rotenberg
Cc: Michelle Cruz
Subject: RE: Speedy

There is no agreement unless you send me the parking units so I can incorporate that into the mortgage attached to the draft .I have now asked multiple time for the pins for the units .

If they are not sent there is no deal . Time is short, I will require them today . If we don't have them deal is off. I know your client is trying to cut a deal with Firm Capital .

Time is up

Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ----

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

From: Jack B Berkow [<mailto:jberkow@berkowcohen.com>]
Sent: October 21, 2015 9:47 AM
To: James Barry Rotenberg et al (brotenberg@harris-sheaffer.com) <brotenberg@harris-sheaffer.com>; Kevin Sherkin <Kevin@LSBLAW.com>
Subject: FW: Speedy

Kevin/Barry:

I attach emails setting out the agreement reached.

Kevin, I requested that you prepare the agreement- where is the draft???

As noted last evening, you cannot unilaterally cancel this agreement as documented below.

Jack Berkow
 (416) 364-4900 ext.203
 141 Adelaide Street West, Suite 400
 Toronto, Ontario, M5H 3L5

jberkow@berkowcohen.com



This e-mail is confidential and may contain information which is solicitor/client privileged. If this e-mail is not addressed to you, or if it appears that it has been received by you in error, you are hereby notified that retaining, forwarding or copying it is strictly prohibited. In such circumstances, please notify us immediately by telephone call (collect, if long distance) to the number above, and permanently delete this e-mail from your computer. Thank you for your co-operation.

From: Jack B Berkow
Sent: October-13-15 7:09 AM
To: Kevin Sherkin
Cc: Alan Saskin
Subject: Re: Speedy

Suggest u prepare the settlement agreement but this must be completed and lien discharged no later then Wednesday.

Jack

Jack Berkow
 (416) 364-4900 ext.203
 141 Adelaide Street West, Suite 400
 Toronto, Ontario, M5H 3L5

jberkow@berkowcohen.com

This e-mail is confidential and may contain information which is solicitor/client privileged. If this e-mail is not addressed to you, or if it appears that it has been received by you in error, you are hereby notified that retaining, forwarding or copying it is strictly prohibited. In such circumstances, please notify us immediately by telephone call (collect, if long distance) to the number above, and permanently delete this e-mail from your computer. Thank you for your co-operation.

On Oct 12, 2015, at 3:30 PM, Kevin Sherkin <Kevin@LSBLAW.com> wrote:

Jack

The essential terms seem right however my thought was we were only taking chattel security on these units with the debt continuing by the parties who owe the funds. We of course would power of sale if the payment on those debts were not paid by the time under our agreement . we never saying as exchanging one debt for another. I also attach the promissory note that I said I would send to you

Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

From: Jack B Berkow [<mailto:jbberkow@berkowcohen.com>]

Sent: October 9, 2015 3:11 PM

To: Kevin Sherkin <Kevin@LSBLAW.com>

Cc: Alan Saskin <alansaskin@gmail.com>

Subject: Speedy

Kevin:

By this e-mail I confirm our agreement on behalf of our respective clients.

You have advised that your client, Speedy is presently owed the approximate sum of \$2.2 million inclusive of interest and costs broken down as follows:

- A) approximately \$1.1 million owed for work done or services rendered on the project known as Edge(the "**Trade Portion**");
- B) and an additional \$1.1 million inclusive of interest accrued at the rate of 12% on the promissory note of Alan Saskin personally ("**Note Portion**").

Your client has agreed to accept a second mortgage on the 13 residential units owned by King Residential Inc.(details of which have previously been provided to you) with interest at 12% on the Note portion and 6% on the Trade portion with no sums payable prior to maturity and maturing on December 31, 2015, subject to the following conditions:

1. Our client will also provide a second mortgage over 13 parking spaces for the said 13 residential units;
2. Our client will also provide a condominium status certificate or; other sufficient proof to establish that there are no outstanding arrears owed to the Condominium Corporation;
3. Our clients will equally split the cost of preparing and registering the mortgage on the said residential units and parking spaces; which mortgage to be prepared by your office.

4. In exchange, you will discharge the construction lien registered against Edge, without costs, will dismiss any action commenced for, or on behalf of, Speedy with regard to this matter and will provide a full and final release of all claims excepting only any claim arising from any default in the mortgage.

In connection with the above, kindly provide the undersigned a copy of the promissory note as well as the invoices owing to Speedy for work done on Edge on Triangle Park (Edge).

We thank you for your continued cooperation

Jack Berkow
(416) 364-4900 ext.203
141 Adelaide Street West, Suite 400
Toronto, Ontario, M5H 3L5

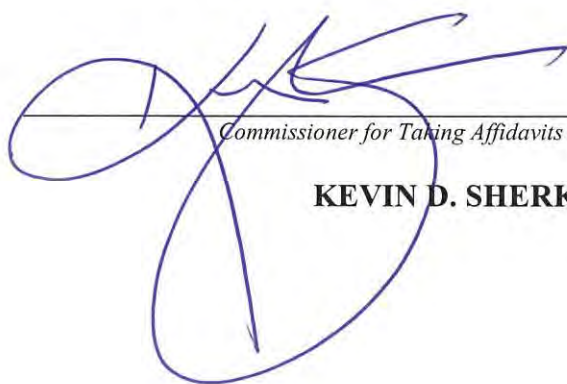
<image001.gif>

jberkow@berkowcohen.com

This e-mail is confidential and may contain information which is solicitor/client privileged. If this e-mail is not addressed to you, or if it appears that it has been received by you in error, you are hereby notified that retaining, forwarding or copying it is strictly prohibited. In such circumstances, please notify us immediately by telephone call (collect, if long distance) to the number above, and permanently delete this e-mail from your computer. Thank you for your cooperation.

<promissory note sept 23 14.pdf>

This is Exhibit "Q" referred to in the Affidavit of Albert Passero
sworn March 12, 2018

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Manali Tasha Pradhan <mtpradhan@harris-sheaffer.com>
Sent: October 21, 2015 1:43 PM
To: Kevin Sherkin; Barry Rotenberg; Jack B Berkow
Cc: Michelle Cruz; Cheryl Lee (CherylL@urbancorp.com); 'Jeff Cecilio'
Subject: RE: Speedy

Hi Kevin –as requested, please find below, the PINs for the respective units.

	Legal Unit	Legal Level	PINs
1.	28	B	76302-0752
2.	29	B	76302-0753
3.	30	B	76302-0754
4.	31	B	76302-0755
5.	32	B	76302-0756
6.	33	B	76302-0757
7.	34	B	76302-0758
8.	35	B	76302-0759
9.	36	B	76302-0760
10.	37	B	76302-0761
11.	38	B	76302-0762
12.	70	B	76302-0794
13.	17	D	76302-1140

Regards,
 Manali

Manali T. Pradhan
mtpradhan@harris-sheaffer.com
 direct dial 416.250.2858

HARRIS, SHEAFFER LLP
 BARRISTERS & SOLICITORS

Yonge Corporate Centre
 4100 Yonge Street, Suite 610, Toronto, ON M2P 2B5
 Telephone (416) 250-5800/Facsimile (416) 250-5300
www.harris-sheaffer.com

One of Canada's top 5 boutique commercial real estate firms as ranked by Canadian Lawyer Magazine

IMPORTANT NOTICE: This email communication is confidential and legally privileged. If you are not the intended recipient, please notify me at the telephone number shown above or by return email and delete this communication and any copy immediately. Thank you.

From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: Wednesday, October 21, 2015 1:35 PM
To: Barry Rotenberg; Jack B Berkow

OFFICER'S CERTIFICATE

TO: APEX ISSUANCES (the "Underwriter")

AND TO: HARRIS, SHEAFFER LLP

AND TO: SHIMONOV & CO.

AND TO: DORON, TIKOTZKY, KANTOR, GUTMAN, CEDERBOUM & CO.

RE: Public Offering of Unsecured Debentures (Series A) Pursuant to a Prospectus

The undersigned, ALAN SASKIN, President of Urbancorp Inc. (the "**Corporation**"), hereby certifies as an officer of and for and on behalf of Urbancorp Inc. ("**Bondco**") and the corporations (the "**Corporations**") and the general partners of the limited partnerships (the "**Limited Partnerships**", with the Corporations and Limited Partnerships being collectively herein referred to as the "**Entities**") listed in Appendix A and Schedule "A" and not in his personal capacity as follows:

1. I have knowledge of the matters hereinafter certified to. I have reviewed such books and records of the Entities and other applicable documents and made such enquires and investigations as I have considered necessary and advisable to verify the matters set out in this certificate.
2. The Corporations are all validly existing corporations duly incorporated under the laws of the Province of Ontario by Articles of Incorporation are validly subsisting and the Limited Partnerships are validly existing and duly registered. The Entities are in good standing under all laws applicable to them in all jurisdictions in which they carry on business.
3. The organization chart with respect to the Entities (the "**Organizational Chart**") attached hereto as Schedule "C" is true and correct.
4. The execution, delivery and performance by the Entities of all documents or agreements required to transfer their respective assets directly or indirectly to Bondco (the "**Documents**") and all other instruments and documents required in connection therewith are within the corporate power and corporate capacities of the Entities and have been duly authorized by proper corporate proceedings.
5. There are no actions, suits or proceedings pending or to the knowledge of the Entities threatened against or adversely affecting the Entities or any subsidiary thereof in any court or by any federal, provincial, municipal or other governmental department,

commission, board, bureau or agency, Canadian or foreign, which might materially adversely affect the financial condition of the Entities or the title to their properties or assets, save as may be set out by Berkow Cohen LLP in their letter dated September 29th, 2015 addressed to David Mandell at Urbancorp, a copy of which has been provided to you and Construction Liens in favour of Speedy Electric and Lido Construction and a Lien for arrears of common expenses, all registered against the title to Edge on Triangle Park Inc. and Edge Residential Inc., which are in the process of discharging and an obligation for HST for Edge on Triangle Park Inc. which we intend to pay from the proceeds of the Debentures.

6. There are no mortgages, charges, liens or other encumbrances on the assets or undertaking of the Entities, save as set out in the Schedules attached hereto as Schedule "B".
7. All the information set out in Schedule "B" is true and correct and complete as of the date hereof.
8. There are no judgments, decrees or orders of any courts or governmental agencies binding on the Entities, which would be contravened by the execution and delivery of the Documents.
9. Neither the execution or delivery of the Documents or any other documentation required in connection therewith nor the consummation of the transactions contemplated therein, will conflict with or result in a breach of any of the terms or provisions of the charter documents or by-laws of the Corporations (the "**Constating Documents**"), any resolution of the directors or shareholders, or Limited Partnership units or limited partnership agreement (the "**Limited Partnership Agreement**"), any law of Canada governing the Entities, or any agreement or instrument to which the Entities are now a party or which purports to be binding upon the Entities or their properties or assets or constitute a default under any of them, save for any joint venture partner's consent and mortgagee's consent required as set out in Sections 2 and 3 of Schedule "B".
10. The Corporations are up-to-date in the filing of all corporate returns, including those required under the *Business Corporations Act* (Ontario) (the "Act") and all similar legislation, and the Corporations have not received notice of any proceedings to cancel their certificate of incorporation or otherwise terminate their existence.
11. There is no written declaration by the owner of all the common shares of the Corporations, or the units of the Limited Partnerships that restricts in whole or in part the powers of the directors (or where applicable, the general partner of any of the Limited Partnerships) to manage or supervise the management of the business and affairs of the Entities.
12. To the best of the undersigned's knowledge, information and belief, the records of the Entities made available to Harris, Sheaffer LLP are the original records of the Entities

and, after having made due inquiry, there are no other proceedings of the Entities which are not reflected therein. Such records of the Entities (including the Limited Partnerships) are true, correct and complete in all material respects and there have been no changes, additions or alterations thereto in respect of which the Corporations or the Limited Partnerships have failed to inform Harris, Sheaffer LLP.

13. The minute book of the Corporations contain all records of proceedings of the shareholders and the board of directors of the Corporations since the incorporation of the Corporations to this date, are true and complete record relating to such proceedings and the register of directors, register of officers, securities register and register of transfers contained in such minute book are, to my knowledge, true and complete registers.
14. At the date hereof, no winding-up, liquidation, dissolution, insolvency, bankruptcy, amalgamation, reorganization or continuation proceedings have been commenced or are being contemplated by the Entities and the Entities have no knowledge of any such proceedings having been commenced or having been contemplated in respect of the Corporations, or any of them, or the Limited Partnerships, by any other party.
15. To the best of the undersigned's knowledge, all the Entities have full power and authority to conduct their business as described in its respective Constatng Documents and/or Limited Partnership Agreement, as applicable, including but not limited to the legal power and right to (x) enter into agreements and perform their obligations as permitted thereby, (v) sue and be sued, and (z) participate and enforce their rights in accordance with the terms and provision of the Constatng Documents and/or Limited Partnership Agreement.
16. To the best of the undersigned's actual knowledge (x) all of the Entities have continually existed since its date of formation, (v) no liquidation, dissolution or similar proceedings have been initiated by or against any of the Entities and (z) no such proceedings are pending or threatened against any of the Entities.
17. The obligations to obtain consents to changes in beneficial ownership are as set out herein, in this Officers Certificate.
18. The undersigned acknowledges that this Certificate will be relied upon by the shimonov & Co., Underwriter, its counsel, Doron, Tikotzky, Kantor, Gutman, Cederboun & Co. and Harris, Sheaffer LLP in connection with the issuance of Debentures in the State of Israel and the delivery of legal opinions required in connection therewith.

DATED the 6th day of November, 2015.

APPENDIX A

- A. TFCC/Urbancorp (Bay) Limited Partnership is a Limited Partnership duly formed and validly subsisting under the laws of the Province of Ontario;
- B. Deaja Partner (Bay) Inc. is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- C. TCC/Urbancorp (Bay/Stadium) Limited Partnership is a Limited Partnership duly formed and validly subsisting under the laws of the Province of Ontario.
- D. Deaja Partner (Stadium) is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario.
- E. Urbancorp New Kings Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- F. Kingsclub Development Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- G. Urbancorp Toronto Management Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- H. Urbancorp (Northside) Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- I. Urbancorp New Kings Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- J. Urbancorp Partner (King South) Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- K. Urbancorp 60 St. Clair Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- L. Downsview Park Development Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- M. Urbancorp (Mallow) Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- N. King Residential Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- O. Urbancorp (St. Clair Village) Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- P. Urbancorp (Lawrence) Inc., a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- Q. Edge on Triangle Park Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario;
- R. King West Village North Limited, is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- S. Bosvest Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- T. Edge Residential Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- U. Urbancorp Renewable Power Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- V. 228 Queens Quay West Limited, is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- W. Fuzion Development Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario

- X. 1071 KG Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- Y. 840 St. Clair West Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- Z. King West Village Sale. Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- AA. Urbancorp (Patricia) Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- BB. High Res. Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- CC. Urbancorp The Bridge Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- DD. Westside Gallery Lofts Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- EE. Urbancorp Power Holdings Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- FF. Downsview Homes Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- GG. Urbancorp Residential Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- HH. Vestaco Homes Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario
- II. Vestaco Investments Inc., is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario

as described in Schedule 6 (collectively: "the Urbancorp Individuals entities").

2. Organization and Good Standing of Urbancorp Individuals Entities

Based solely upon our review of the Organization Documents we confirm the following:

2.1 Urbancorp Cumberland 1 LP ("Cumberland")

- A. Cumberland is a Limited Partnership formed and validly existing under the laws of Ontario.
- B. Cumberland is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in the Limited Partnership Agreement described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of the Limited Partnership Agreement described on Appendix B.
- C. To our actual knowledge (x) Cumberland has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against Cumberland, and (z) no such proceedings are pending or threatened against Cumberland.

2.2 Urbancorp Cumberland 1 GP Inc. ("GP")

- A. GP is a corporation incorporated and validly existing under the laws of Ontario.
- B. GP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but

not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix B.

- C. To our actual knowledge (x) GP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against GP, and (z) no such proceedings are pending or threatened against GP.

2.3 Urbancorp Cumberland 1 LP Inc. ("LP")

- A. LP is a corporation incorporated and validly existing under the laws of Ontario.
- B. LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix B.
- C. To our actual knowledge (x) LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against LP, and (z) no such proceedings are pending or threatened against LP.

3.1 Urbancorp Cumberland 2 LP ("Cumberland 2")

- A. Cumberland is a Limited Partnership formed and validly existing under the laws of Ontario.
- B. Cumberland is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in the Limited Partnership Agreement described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of the Limited Partnership Agreement described on Appendix G.
- C. To our actual knowledge (x) Cumberland 2 has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against Cumberland, and (z) no such proceedings are pending or threatened against Cumberland.

3.2 Urbancorp Cumberland 2 GP Inc. ("GP 2")

- A. GP is a corporation incorporated and validly existing under the laws of Ontario.
- B. GP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix G.
- C. To our actual knowledge (x) GP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against GP, and (z) no such proceedings are pending or threatened against GP.

3.3 Urbancorp Cumberland 2 LP Inc. ("LP 2")

- A. LP is a corporation incorporated and validly existing under the laws of Ontario.

- B. LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix B.
- C. To our actual knowledge (x) LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against LP, and (z) no such proceedings are pending or threatened against LP.

4.1 TCC/Urbancorp (Bay/Stadium Limited Partnership 1 LP ("Bay/Stadium LP"))

- A. Bay/Stadium LP is a Limited Partnership formed and validly existing under the laws of Ontario.
- B. Bay/Stadium LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in the Limited Partnership Agreement described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of the Limited Partnership Agreement described on Appendix H.
- C. To actual knowledge (x) Bay/Stadium LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against Bay/Stadium LP, and (z) no such proceedings are pending or threatened against Bay/Stadium.

4.2 Deaja Partner (Stadium) Inc. ("Bay/Stadium GP")

- A. GP is a corporation incorporated and validly existing under the laws of Ontario.
- B. GP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix H, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix B.
- C. To our actual knowledge (x) GP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against GP, and (z) no such proceedings are pending or threatened against GP.

4.3 A. The Limited Partners of Bay/Stadium LP are as follows:

Vestaco Investments Inc. in trust for Doreen Saskina and Ted Saskin

- B. LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix H.
- C. To our actual knowledge (x) LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against LP, and (z) no such proceedings are pending or threatened against LP.

- 5.1 TCC/Urbancorp (Bay) Limited Partnership (“Bay LP”)
- A. Bay LP is a Limited Partnership formed and validly existing under the laws of Ontario.
 - B. Bay LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in the Limited Partnership Agreement described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of the Limited Partnership Agreement described on Appendix I.
 - C. To our actual knowledge (x) Bay LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against Bay LP, and (z) no such proceedings are pending or threatened against Bay LP.
- 5.2 Deaja Partner (Bay) Inc. “Bay GP”
- A. GP is a corporation incorporated and validly existing under the laws of Ontario.
 - B. GP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix I.
 - C. To our actual knowledge (x) GP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against GP, and (z) no such proceedings are pending or threatened against GP.
- 5.3 A. The Limited Partners of Bay LP are as follows:
- Vestaco Investments Inc. in trust for Doreen Saskin and Alan Saskin
- B. LP is in good standing in the Province of Ontario and has full power and authority to conduct its business as described in its bylaws described on Appendix B, including but not limited to the legal power and right to (x) enter into agreements as permitted thereby, (y) sue and be sued, and (z) participate and enforce its rights in accordance with the terms and provisions of its bylaws described on Appendix I.
 - C. To our actual knowledge (x) LP has continually existed since its date of formation, (y) no liquidation, dissolution or similar proceedings have been initiated by or against LP, and (z) no such proceedings are pending or threatened against LP.

Beneficial Ownership Interests; Management and Control.

Based solely upon our review of the Organization Documents and the Officers Certificate:

- 3.1 The Urbancorp individuals entities own indirect ownership interests in various properties or the registered owner thereof in the percentages as set forth on Schedule 7 attached hereto (“Urbancorp individuals Interests”).
- 3.2 The current managers and officers (if any) of each Urbancorp individuals Entity are as set forth in Schedule B attached hereto.

3.3 Saskin has the management and control rights over each Urbancorp individuals Entity as are set forth in Schedule B attached hereto.

3.4 The Urbancorp individuals Interests in the Urbancorp individuals Entities are freely transferable by Urbancorp individuals without notice to or consent from any other holder of a direct or indirect ownership interest in such entity ("**Other Owner Consent**") except as set forth on Schedule B attached hereto.

6. Pledges, Liens, Restrictions & Guaranties

6.1 There are no pledges or other liens (the "**Pledges**") encumbering any Urbancorp individuals Entity or its respective beneficial interest other than as set out in Schedule B attached hereto.

6.2 Except as set forth in Schedule B attached hereto (x) no Urbancorp individuals Entity is the guarantor of any debt or obligation of another or otherwise obligated to provide a guaranty, and (y) no person has given any guarantee of or security for or is obligated to so provide for any obligation of any other Urbancorp individuals Entity. For the purpose of this paragraph 6.2 "person" shall mean any individual, corporation, partnership, joint venture, trust or unincorporated organization.

7. Transfer of Rights

7.1 No property owner is restricted by its Organization Documents or by lenders or by any third party from transferring the membership interests held by Saskin (directly or indirectly) in a property to Urbancorp, except as set out in Sections 2 and 3 of each Schedule B applicable to each property.

SCHEDULE "A"

Urbancorp Downsview Park Development Inc.
Downsview Homes Inc.
Urbancorp Residential Inc.
Urbancorp Power Holdings Inc.
Vestaco Homes Inc.
Vestaco Investments Inc.
Bosvest Inc.
King West Village North Limited
Edge on Triangle Park Inc.
Edge Residential Inc.
Urbancorp New Kings Inc.
Kingsclub Development Inc.
Fuzion Downtown Development Inc.
Urbancorp Partner (King South) Inc.
1071 KG Inc.
Urbancorp 60 St. Clair Inc.
840 St. Clair Inc.
King Residential Inc.
Urbancorp (Patricia) Inc.
Urbancorp (Mallow) Inc.
Urbancorp (St. Clair Village) Inc.
Urbancorp (Lawrence) Inc.
228 Queen's Quay West Limited
Deaja Partner (Bay) Inc.
Deaja Partner (Stadium) Inc.
TCC/Urbancorp (Bay/Stadium) Limited Partnership
TCC/Urbancorp (Bay) Limited Partnership
High Res. Inc.
Westside Gallery Lofts Inc.
Urbancorp Toronto Management Inc.
Bridge on King Inc.
King Towns North Inc.
Urbancorp Inc.
Urbancorp Management Inc.

Schedule B**Downsview****Property Owner and Urbancorp Entities****Managers/Officers**

Entity	Manager	Officers
Property Owner: Downsview Homes Inc.		Alan Saskin Tim Warner
Urbancorp Participant: Urbancorp Downsview Park Developments Inc.		Alan Saskin, President and Secretary

Schedule 2**Property Owner and Urbancorp individuals Entity Non-Affiliate Control Rights**

Entity	Saskin Management Authority	Third Party Approval Rights
Downsview Homes Inc.		Mattamy (Downsview) Limited
Urbancorp Downsview Park Developments Inc.	All	None

Schedule 1

King Residential – CIBC – Suites 102, 104, 105, 416, 710, 1418, 1 1909

Property Owner and Urbancorp Entities

Managers/Officers

Entity	Manager	Officers
King Residential Inc.	Urbancorp Inc.	Alan Saskin, President and Secretary

Schedule 2

Property Owner and Urbancorp individuals Entity Non-Affiliate Control Rights

Entity	Saskin Management Authority	Third Party Approval Rights
King Residential Inc.	President and Secretary – full discretion in regard with entities affairs	None

Schedule 3

Property Owner and Urbancorp individuals Entity Member Transfer Restrictions

Entity	Required Other Owner Consents/Notices	Right of First Offer	Buy/Sell Provisions
King Residential Inc.	Nil	Nil	Nil

Schedule 4

Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	Pending Litigation
King Residential Inc.	None that we are aware of.

Schedule 5

Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Organization Document Default	Statutory Default	Contractual Default
King Residential Inc.	None	None that we are aware of.	None that we are aware of.

Schedule 6

Property Owner and Urbancorp individuals Entity Material Assets

Entity	Assets
Property Owner	Project
King Residential Inc.	Suites at 15 Machelles Bridge Condominiums

Schedule 7

**Urbancorp individuals Entity
Beneficial Ownership Interests**

Urbancorp Entity	Capital Percentage	Other
TCC/Urbancorp (Bay) Limited Partnership	100%	Sole owner of the Property Owner

Schedule 8

Urbancorp individuals Entity Guarantees

Entity	Guarantees by Urbancorp individuals Entity of Obligations of Other Person	Guarantees of Urbancorp individuals Entity Obligations by Other Person
King Residential Inc.	None	Alan Saskin

Schedule 9

Mortgage and Debt

Mortgages to CIBC totalling \$1,176,500
--

Schedule 1
King Residential – TD Mortgage
38 Joe Shuster Way, Suites 201, 202, 1002, 1323, 1422, 1423
Property Owner and Urbancorp Entities

Managers/Officers

Entity	Manager	Officers
King Residential Inc.	Urbancorp Inc.	Alan Saskin, President and Secretary

Schedule 2

Property Owner and Urbancorp individuals Entity Non-Affiliate Control Rights

Entity	Saskin Management Authority	Third Party Approval Rights
King Residential Inc.	President and Secretary – full discretion in regard with entities affairs.	None

Schedule 3

Property Owner and Urbancorp individuals Entity Member Transfer Restrictions

Entity	Required Other Owner Consents/Notices	Right of First Offer	Buy/Sell Provisions
King Residential Inc.	Nil	Nil	Nil

Schedule 4

Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	Pending Litigation
King Residential Inc.	None that we are aware of.

Schedule 5

Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Organization Document Default	Statutory Default	Contractual Default
King Residential Inc.	None	None that we are aware of.	None that we are aware of.

Schedule 6

Property Owner and Urbancorp individuals Entity Material Assets

Entity	Assets
Property Owner	Project
King Residential Inc.	Bridge Condominiums

Schedule 7

**Urbancorp individuals Entity
Beneficial Ownership Interests**

Urbancorp Entity	Capital Percentage	Other
TCC/Urbancorp (Bay)	100%	Sole owner of the Property

Limited Partnership		Owner
---------------------	--	-------

Schedule 8

Urbancorp individuals Entity Guarantees

Entity	Guarantees by Urbancorp individuals Entity of Obligations of Other Person	Guarantees of Urbancorp individuals Entity Obligations by Other Person
King Residential Inc.	None	Alan Saskin - \$1,389,713.50

Schedule 9

Mortgage and Debt

Mortgages to The Toronto-Dominion Bank totaling \$1,389,713.50
--

Bosvest Inc.	No	No	None
Edge on Triangle Park Inc.	No	No	None

Schedule 4

Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	Pending Litigation
Edge on Triangle Park Inc.	<p>Condo Corporation for arrears for common expenses -- to be paid shortly</p> <p>Speedy Electric Lien for payments due -- This matter has been settled</p> <p>EXP lien for work done</p> <p>Lido Construction lien for payments due -- This matter has been settled</p>
-	

Schedule 5

Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Organization Name	Default	Default Date

Bosvest Inc.	No	No	None
Edge on Triangle Park Inc.	No	No	None

Schedule 4

Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	Pending Litigation
Edge on Triangle Park Inc.	<p>Condo Corporation for arrears for common expenses -- to be paid shortly</p> <p>Speedy Electric Lien for payments due --This matter has been settled</p> <p>EXP lien for work done</p> <p>Lido Construction lien for payments due -- This matter has been settled</p>
-	

Schedule 5

Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Unpaid Contract / Purchase Default	Unpaid Debt	Contract Default

Edge on Triangle Park Inc.	None	HST Due	Lido EXP Speedy
----------------------------	------	---------	-----------------------

Schedule 6

Property Owner and Urbancorp individuals Entity Material Assets

Entity	Assets
Property Owner	Project
Edge on Triangle Park Inc.	Edge Condominium Commercial Office Space, Residential rental units

Schedule 7

Urbancorp individuals Entity
Beneficial Ownership Interests

Urbancorp Entity	Capital Percentage	Other
TCC/Urbancorp (Bay/Stadium) Limited Partnership	100%	None

Schedule 8

Urbancorp individuals Entity Guarantees

Entity	Guarantees by Urbancorp individuals Entity of Obligations of Other Person	Guarantees of Urbancorp individuals Entity Obligations by Other Person
		Terra Firma Capital loan in the amount of \$6,950,125.72

Schedule 9

Mortgage and Debt

None

Appendix “H”

SPEEDY ELECTRICAL CONTRACTORS INC. ("SPEEDY")

- and -

**EDGE OF TRIANGLE PARK INC. ("EDGE"), ALAN SASKIN ("ALAN") and KING
RESIDENTIAL INC. ("KING")**

DEBT EXTENSION AGREEMENT

WHEREAS Edge owes Speedy certain amounts from its construction on the Edge Condominium project to Speedy.

AND WHEREAS Saskin owes Speedy certain funds under a Promissory Note ("Note") dated September 23, 2014 that is now due.

AND WHEREAS King is agreeing to provide a limited guarantee and security in consideration for the extension of the amounts presently due to Speedy by Edge and Saskin.

AND WHEREAS Saskin is the principal and sole officer and director of King.

AND WHEREAS as at September 23, 2015, Saskin owed Speedy \$1,125,000.00 with interest running at 12.5 % annually and Edge owes Speedy \$1,038,911.44.

THE PARTIES agree as follows:

1. Speedy and Saskin agree to extend the term of the Note until January 30, 2016 at the same rate as set out therein attached as Schedule "A" hereto.

Page 2 of 4

2. The other terms of the existing promissory Note dated September 23, 2014 continue.
3. Edge confirms it owes Speedy \$1,038,911.44 and Speedy has registered a lien registered as AT4024509 in the Toronto Registry office on September 30, 2015 and at the time of signature of this agreement and registration of the mortgage contemplated herein Speedy will discharge its lien.
4. In consideration to the extension of the Note in paragraph 1 and the discharge of the lien, and the payment of the sum of \$2.00, King hereby agrees to guarantee the amounts outstanding to Speedy by Edge and Saskin set out herein as principal debtor and not as surety, and agrees to provide a collateral mortgage attached as Schedule "B" hereto to provide security for such guarantee. The guarantee of King shall be strictly limited to the collateral mortgage as well as the cost of collection on the said mortgage. Should the funds in paragraphs 1 and 3 not be repaid by January 30, 2016, Speedy will be at liberty to collect on the guarantee and enforce the mortgage in addition to its rights against the other parties herein. In the event of default, all costs of collections shall be on a solicitor and own client basis and borne by Edge, Saskin and King. Following a default, the blended amounts outstanding with interest as set out in paragraphs 1 and 3, shall bear interest at 6% as set out in the mortgage.
5. Nothing in this agreement hereby modifies or changes the existing indebtedness of the parties to one another and the removal of the lien is in no way an acknowledgment that the funds are

not owed by Edge or Saskin.

- 6. King agrees to provide evidence showing that there are no common element arrears of the units listed on Schedule B or pay such arrears on closing and confirms the taxes on the units are up to date.
- 7. King agrees it will obtain a discharge or postponement prior to the registration of the mortgage contemplated herein of the Travelers Guarantee Company of Canada mortgage registered as Instrument No. AT1587699 on the units being provided under the mortgage.
- 8. Edge, Saskin and King, agree to pay 50% of Speedy's Reasonable legal costs in regard to the within Debt Extension Agreement, mortgage contemplated herein and lien, such fee not to exceed \$5,000.00, plus disbursements and HST.

Dated this _____ day of _____, 2015

Witness

SPEEDY ELECTRICAL CONTRACTORS INC.

Dated this 14 day of NOVEMBER, 2015

Witness



EDGE OF TRIANGLE PARK INC.

Dated this 15th day of NOVEMBER, 2015

Witness 


ALAN BASKIN

Dated this 15th day of NOVEMBER, 2015

Witness _____


KING RESIDENTIAL INC.

Schedule "A"

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth.

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand, default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) If the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

- (e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that, at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

Witness:

Alan Siskin

Speedy
ELECTRICAL CONTRACTORS LIMITED
174, Casper Ave., Woodbridge, Ontario L4L 6P9
TEL: 905-884-8811 FAX: 905-884-1159


Canadian Imperial Bank of Commerce
2540 Finch Avenue West
North York, Ontario M9M 2C7

CHEQUE NUMBER: 78452
DATE: 09.22.2014
MM DD YYYY

PKY ONE MILLION DOLLARS \$1,000,000.00

TO THE ORDER OF ALAN SASKIN
TORONTO ON
Canada

SPEEDY ELECTRICAL CONTRACTORS LIMITED

PER: 

AUTHORIZED SIGNATURE

LOAN # 078452# 04322ND 10# B&M05815#

SPEEDY ELECTRICAL CONTRACTORS LIMITED

* DETAILS *

22-Sep-14 Vendor No. ALAN SASKIN

CHEQUE # 00078452

22-Sep-14 0000281049 Invoice

0000078452

\$1,000,000.00

Cheque Total: \$1,000,000.00

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kevin David Sherkin
(insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
(insert firm name)

RE: _____ (the transaction)
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgment and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, submit register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an osow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledging this said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we the parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgment and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per: 

Alan Suskin, President

I have the authority to bind the Corporation

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kevin David Sherkin
(insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
(insert firm name)

RE: _____ (the transaction)
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____ am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per: _____
 Alan Sabkin, President
 I have the authority to bind the Corporation

LRO # 80 Charge/Mortgage.

In preparation on 2016-10-23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 4

Properties			
PIN	Interest/Estate	Fee Simple	
78302 - 0002 LT	Interest/Estate	Fee Simple	
Description	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0004 LT	Interest/Estate	Fee Simple	
Description	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0006 LT	Interest/Estate	Fee Simple	
Description	UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0009 LT	Interest/Estate	Fee Simple	
Description	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0010 LT	Interest/Estate	Fee Simple	
Description	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0181 LT	Interest/Estate	Fee Simple	
Description	UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0282 LT	Interest/Estate	Fee Simple	
Description	UNIT 10, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0341 LT	Interest/Estate	Fee Simple	
Description	UNIT 2, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0449 LT	Interest/Estate	Fee Simple	
Description	UNIT 23, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0473 LT	Interest/Estate	Fee Simple	
Description	UNIT 18, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
78302 - 0477 LT	Interest/Estate	Fee Simple	
Description	UNIT 22, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 2 of 4

Properties			
<i>PIN</i>	78302 - 0478 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 23, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0598 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 9, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0762 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 28, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0783 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 29, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0764 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 30, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0755 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 31, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0758 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 32, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0757 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 33, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0758 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 34, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0759 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 35, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0760 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 36, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 3 of 4

Properties

<i>PIN</i>	78302 - 0761 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 37, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0762 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 38, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0794 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 70, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 1140 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 17, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270698		
<i>Address</i>	TORONTO		

Charger(s)

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

Name KING RESIDENTIAL INC.
Acting as a company

Address for Service 1100 King Street West
Toronto, ON M8K 1E8

I, Alan Seckin, have the authority to bind the corporation.

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

Chargee(s)*Capacity**Share*

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Acting as a company

Address for Service c/o Levine, Sheridan, Boucsidan
300-23 Lesmill Road
Toronto, ON M3B 3P6

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 4 of 4

Provisions

Principal \$ 2,400,000.00 Currency CDN
Calculation Period
Balance Due Date 2015/12/31
Interest Rate 0% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

File Number

Charge Client File Number: 8198-001

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

078 & 079(1) O.S. 11C
 PART 16, 2000

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200093

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|------------------------------------|---|
| Exclusion of Restrictive Covenants | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge. |
| Right to Charge the Land | 2. The Chargee now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| No Act to Encumber | 3. The Chargee has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or 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. |
| Good Title in Fee Simple | 4. The Chargee at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in this original great indenture from the Crown. |
| Obligation to Pay and Perform | 5. The Chargee will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| Interest After Default | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgment, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge 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 land. |
| No Obligation to Advance | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargee. The expenses of the execution of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand thereof, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| Costs Added to Principal | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| Power of Sale | 9. The Chargee on default of payment for at least fifteen (15) days may, or at least thirty-five (35) days' notice in writing given to the Chargee, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgage Act. 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 land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargee at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is 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. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling of any or them 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. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land 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 he shall deem proper, and may buy in or re-lease or vary any contract for the sale of the whole or any part of the land 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 he 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.

- 10. Default Possession** Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 8 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, hindrance, interruption or denial of the Chargor or any other person or persons whatsoever.
- 11. Right to Distress** If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in the cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
- 12. Further Assurances** From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- 13. Acceleration of Principal and Interest** In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- 14. Mortgage** If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- 15. Partial Release** The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies so actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- 16. Obligation to Insure** The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether new or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been affected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- 17. Obligation to Repair** The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge or in any charge in which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- 16. Backing Charge** If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- 19. Extension not to Prejudice** No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, 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 money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so stated over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- 20. No Merger of Covenants** This taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or effect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- 21. Change in Status** Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, 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 land and of any spouses who is not an owner but who has a right of possession in the land by virtue of Section 18 of the *Family Law 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) and (c) above as the Chargee may from time to time request.
- 22. Condominium Provisions** If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay (the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purposes of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 18 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- 23. Discharge** The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- 24. Guarantee** Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or release of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor 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 Chargee 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 maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

- the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor 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 Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.
- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.
- Sovereignty** 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.
- Interpretation** 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "lend" and "successor" shall have the meanings assigned to them in Section 1 of the Land Registration Reform Act and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therein, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargee, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargee, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.
- Paragraph headings** 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.
- Date of Charge** 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.
- Effect of Delivery of Charge** 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this _____ day of _____

(year)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (Collectively the "Applicants") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

PROOF OF CLAIM OF SPEEDY ELECTRICAL CONTRACTORS LTD. AGAINST DIRECTORS OR OFFICERS OF THE CCAA ENTITIES

LEVINE SHERKIN BOUSSIDAN

Barristers

23 Lesmill Road., Suite 300
Toronto ON M3B 3P6

KEVIN D. SHERKIN – LSUC#27099B

Email: kevin@lsblaw.com

JEREMY SACKS – LSUC#62361R

Email: Jeremy@lsblaw.com

Tel: 416-224-2400

Fax: 416-224-2408

Lawyers for Speedy Electrical Contractors Ltd.

Appendix “L”

Bay LP

Aged Payables by Supplier for Bay LP and Subsidiaries as of Nov. 15, 2015

Prepared by Company

(unaudited; \$)

Supplier	On-Hold	Current	31 to 60 days	61 to 90 days	Over 90 days	Total
Treasurer, City of Toronto	-	126,261.61	-	152,138.10	951,686.85	977,563.34
ProGreen Demolition Ltd.	-	-	-	-	939,657.15	939,657.15
Dolvin Mechanical Contractors Ltd.	-	-	-	-	657,291.71	657,291.71
International Home Marketing	-	-	-	-	623,602.99	623,602.99
TACT Architecture Inc.	-	5,650.00	31,168.01	-	337,194.66	374,012.67
Tradeworld Realty Inc.	-	-	-	-	326,587.36	326,587.36
Urbancorp Toronto Management Inc.	-	18,796.85	16,551.44	17,488.23	225,276.40	278,112.92
Kasian	-	-	-	-	205,962.34	205,962.34
Guidelines Advertising Inc.	-	-	-	-	191,612.26	191,612.26
Brad J. Lamb Realty Inc.	-	-	-	-	183,526.12	183,526.12
Premier Matrix Ltd.	-	-	-	-	182,644.80	182,644.80
Terra Firma MA Ltd.	-	159,000.00	-	-	-	159,000.00
MMM Group Limited	-	5,089.01	4,969.20	19,691.15	100,524.68	130,274.04
Harris, Sheaffer Barristers & Solicitors	-	47,496.24	-	3,784.51	48,071.88	99,352.63
EXP Services Inc.	-	-	-	-	94,280.42	94,280.42
Isherwood Geotechnical Engineers	5,387.28	-	-	-	80,135.10	85,522.38
Terraplan Landscape Architects Inc.	-	-	-	-	83,462.45	83,462.45
840 St. Clair West Inc.	-	-	-	-	58,000.00	58,000.00
Power Engineering Construction Consulting Ltd.	-	-	-	-	57,311.34	57,311.34
CBM Group and Associates Ltd.	-	-	-	-	57,206.25	57,206.25
Leonard Kalishenko & Associates Ltd.	-	-	-	-	56,749.60	56,749.60
Hendrick and Main Developments Inc.	-	-	-	-	56,519.73	56,519.73
Tradeworld Realty Inc. Brokerage	-	-	-	-	47,380.03	47,380.03
KRG Insurance Brokers Inc.	-	-	-	-	42,683.18	42,683.18
2324050 Ontario Limited	-	-	-	-	40,833.32	40,833.32
Aird & Berlis LLP	-	7,402.65	-	-	32,079.36	39,482.01
Premier Matrix Realty Ltd.	-	-	-	-	38,716.29	38,716.29
Furkin Construction Inc.	-	-	-	-	34,323.75	34,323.75
Carlos Bolullo	-	-	-	-	34,000.00	34,000.00
Ming Pao Newspaper (Canada) Ltd.	-	-	-	-	32,761.64	32,761.64
Finnegan- Marshall Inc.	-	798.91	-	3,195.64	27,660.38	31,654.93
FirstService Residential	-	-	-	-	30,672.27	30,672.27
Sing Tao Newspapers(Canada 1988) Limited	-	-	-	-	30,009.40	30,009.40
BA Consulting Group Ltd.	-	-	-	875.56	27,663.37	28,538.93
Simerra Residential Property Services Ltd.	-	-	-	-	27,769.40	27,769.40
Sutton Group Admiral Realty Inc.	-	-	-	-	26,219.70	26,219.70
Sharon Express Printing	-	-	-	-	22,312.15	22,312.15
City of Markham	-	-	-	-	21,475.96	21,475.96
Altus Group Limited	-	-	-	-	20,814.55	20,814.55
Midnorthern Appliance Industries Corp.	-	-	-	-	17,057.29	17,057.29
Elite Stone and Design Corp.	-	-	-	-	16,441.50	16,441.50
Toronto and Region Conservation Authority	-	-	-	-	16,400.00	16,400.00
Lido Construction Inc.	-	-	-	-	16,288.95	16,288.95
Uptown Hardware Limited	-	-	-	-	14,373.10	14,373.10
Illuminati Corp.	-	-	-	-	14,125.00	14,125.00
Travelers Insurance Company of Canada	-	-	-	-	13,800.00	13,800.00
R. Avis Surveying Inc.	-	-	-	-	13,249.11	13,249.11
PETRA Consultants Ltd.	-	13,227.78	-	-	-	13,227.78
MNP LLP	-	-	-	-	13,051.52	13,051.52
CBM Group + Assoc. Inc.	-	-	-	-	12,995.00	12,995.00
N. Barry Lyon Consultants Limited	-	-	-	-	11,419.78	11,419.78
Janterra Real Estate Advisors	-	-	-	-	11,300.00	11,300.00
Reprodux Copy Centre	-	26.56	-	559.80	10,591.20	11,177.56
TACT Design	-	-	-	-	10,905.00	10,905.00
Alpha Omega Signs Inc.	-	-	-	-	10,902.24	10,902.24

Bay LP

Aged Payables by Supplier for Bay LP and Subsidiaries as of Nov. 15, 2015

Prepared by Company

(unaudited; \$)

Supplier	On-Hold	Current	31 to 60 days	61 to 90 days	Over 90 days	Total
RE/MAX Condos Plus Corp.	-	-	-	-	10,591.59	10,591.59
Korean Real Estate Post	-	-	-	-	10,396.00	10,396.00
Mary Neumann	-	-	-	-	10,000.00	10,000.00
V.I.P Railing Inc.	-	-	-	-	9,887.50	9,887.50
Royal LePage Signature Realty	-	-	-	-	9,577.23	9,577.23
Homelife Frontier Realty Inc.	-	-	-	-	9,239.90	9,239.90
Armando Barbini Planning and Permit Services Inc.	-	-	-	-	9,096.50	9,096.50
Jensen Hughes Consulting Canada Ltd.	-	-	-	-	8,999.83	8,999.83
Law Office of Benjamin Blufarb	-	-	-	-	8,489.06	8,489.06
Great Canadian Realty	-	-	-	-	8,441.69	8,441.69
Urbancorp Toronto Management Inc. (DO NOT USE)	-	-	-	-	8,379.15	8,379.15
LK Protection	-	-	-	-	7,464.33	7,464.33
Simerra Property Management Inc.	-	-	-	-	7,431.02	7,431.02
Remax West Realty inc	-	-	-	-	7,316.98	7,316.98
Royal LePage Real Estate Services Ltd.	-	-	-	-	7,276.74	7,276.74
Ivy Ng	-	-	-	-	7,127.76	7,127.76
Toro Aluminum	-	-	-	-	7,111.09	7,111.09
Randal Brown & Associates Engineering Ltd.	-	-	-	-	6,626.04	6,626.04
Ciro Excavating & Grading Ltd.	-	-	-	-	6,481.63	6,481.63
Homelife New World Realty Inc.	-	-	-	-	6,439.90	6,439.90
E Yunger Consultation Services	-	-	-	-	6,328.00	6,328.00
Astral Media Affichage	-	-	-	-	6,220.23	6,220.23
SRS Consulting Engineers Inc.	-	-	6,215.00	-	-	6,215.00
The Korea Times Daily	-	-	-	-	6,102.00	6,102.00
Dillon Consulting Limited	-	-	-	-	5,508.75	5,508.75
Valcoustics Canada Ltd.	-	-	1,356.00	-	4,011.43	5,367.43
Urbangreen Construction LTD	-	-	-	-	5,085.00	5,085.00
BuzzBuzzHome Corp.	-	-	-	-	4,520.00	4,520.00
Signature Service/GMAC Real Estate	-	-	-	-	4,399.29	4,399.29
Argo Lumber Company	-	-	-	-	4,328.02	4,328.02
Safe Tech Alarm Systems	-	-	-	-	4,226.20	4,226.20
Bousfields Inc.	-	-	-	1,230.00	5,386.52	4,156.52
Sure Seal Crack Injections	-	-	-	-	4,152.75	4,152.75
Reliable Lumber Products	-	-	-	-	4,085.24	4,085.24
Cartier Kitchens	-	-	-	-	3,955.00	3,955.00
Eastgate Plumbing Inc.	-	-	-	-	3,765.30	3,765.30
BlueLine Rental	-	-	-	-	3,545.22	3,545.22
Guardtek System Inc.	-	-	-	-	3,477.01	3,477.01
OMM Cleaning Services	-	-	-	-	3,390.00	3,390.00
Adrian McCalla	-	-	-	-	3,390.00	3,390.00
RE/MAX rouge river realty ltd.,Brokerage	-	-	-	-	3,312.90	3,312.90
Premier Matrix Realty Ltd.,Brokerage	-	-	-	-	3,278.24	3,278.24
CLM General Enterprise Ltd.	-	-	-	-	2,910.88	2,910.88
Signature Air Systems	-	-	-	-	2,867.59	2,867.59
Enermodal Engineering	-	-	-	-	2,712.00	2,712.00
Triumph	-	-	-	-	2,711.99	2,711.99
Ferris + Associates Inc.	-	-	-	-	2,487.08	2,487.08
Jaywal Mechanical LTD	-	-	-	-	2,486.00	2,486.00
Tyco Integrated Fire & Security	-	-	-	-	2,415.94	2,415.94
U-Pak Disposals (1989) Limited	-	-	-	153.48	2,244.58	2,398.06
Guardtek Monitoring Inc.	-	-	-	621.50	1,754.53	2,376.03
Harvey Kalles Real Estate Ltd.	-	-	-	-	2,260.00	2,260.00
Link Tree Service	-	-	-	-	2,090.50	2,090.50
WAKAY ENT	-	-	-	-	2,034.00	2,034.00
Homelife/Superstars	-	-	-	-	1,891.04	1,891.04

Bay LP

Aged Payables by Supplier for Bay LP and Subsidiaries as of Nov. 15, 2015

Prepared by Company

(unaudited; \$)

Supplier	On-Hold	Current	31 to 60 days	61 to 90 days	Over 90 days	Total
GMF Excavation and Grading	-	-	-	-	1,808.00	1,808.00
Speedy Electrical Contractors Limited	-	-	-	-	1,729.83	1,729.83
McBain, Dillon	-	-	1,650.00	-	-	1,650.00
Bruce A. Brown Design Ltd.	-	-	-	-	1,578.86	1,578.86
Bruce A. Brown Associates Limited	-	-	-	-	1,578.86	1,578.86
City of Toronto	-	-	-	-	1,271.82	1,271.82
The Treasurer, City of Toronto	-	-	-	-	1,230.00	1,230.00
Simplex Grinnell	-	-	-	-	1,207.97	1,207.97
Golder Associates Ltd.	-	-	-	-	1,144.13	1,144.13
Tarion Warranty Corporation	-	-	500.00	-	600.00	1,100.00
Entire Imaging Solutions Inc.	-	-	-	-	1,082.63	1,082.63
Walker,Nott,Dragicevic Associates Limited	-	-	-	241.53	815.19	1,056.72
Major Partitions Limited	-	-	-	-	1,056.55	1,056.55
Smart Safety Solutions	-	-	-	-	1,008.53	1,008.53
SELCO Elevators Ltd.	-	-	-	-	960.50	960.50
Canada Hydrant Service Inc.	-	-	-	-	909.65	909.65
Graffiti Buffer	-	-	-	-	864.45	864.45
Volvo Rents	-	-	-	-	859.93	859.93
O'Neil Electric	-	-	-	-	834.41	834.41
MDF Mechanical Ltd.	-	-	-	-	687.38	687.38
Enbridge Gas Distribution Inc.	-	-	-	-	609.26	609.26
Goodbye Graffiti Inc.	-	-	-	-	565.00	565.00
Compel Technology Inc.	-	-	-	-	501.95	501.95
Atrium Mortgage Investment Corporation	-	-	-	-	452.00	452.00
CCI Group Inc	-	-	-	-	395.50	395.50
Safetech Environmental Ltd.	-	-	344.65	-	-	344.65
Ocean Mechanical Inc.	-	-	-	-	265.00	265.00
Electrical Safety Authority	-	-	-	-	247.47	247.47
Stephenson's Rent-all	-	-	-	-	194.36	194.36
Yorkwest Plumbing Supply Inc.	-	-	-	-	145.77	145.77
Minkina, Svetlana - B#1708	-	-	-	-	140.38	140.38
Good-Day Pest Control inc.	-	-	-	-	118.65	118.65
Reliance Home Comfort	-	-	-	-	101.26	101.26
FIRENZA Plumbing & Heating Ltd.	-	-	-	-	99.75	99.75
Rogers Wireless	-	-	-	-	92.48	92.48
Beverly Decor	-	-	-	-	73.60	73.60
V & V Enterprise	-	-	-	-	72.32	72.32
Syscon Solutions Limited	-	-	-	-	67.80	67.80
Canadian Springs	-	-	63.38	-	-	63.38
Gary Cheng	-	-	-	-	50.86	50.86
Wyse Meter Solutions	-	-	-	-	22.93	22.93
Cintas	-	-	-	-	0.09	0.09
RE/MAX-Professionals Inc.	-	-	-	-	0.07	0.07
Keystone Home Products Ltd.	-	-	-	-	0.04	0.04
Global Precast	-	-	-	-	-	-
PopMil Inc.	-	-	-	-	-	-
Design Elementz Ltd.	-	-	-	-	-	-
Mr. Marble	-	-	-	-	0.01	0.01
Grand Total	5,387.28	131,226.39	62,817.68	197,519.50	6,572,730.92	6,969,681.77

Appendix “M”

Edge on Triangle Park Inc.
Aged Payable Listing by Company
Prepared by Company
(Unaudited; \$C)

As of: 11/15/2015

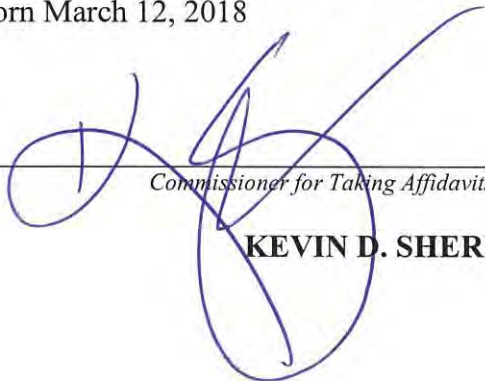
Code	Name	O/S	On-Hold	Current	31 to 60	61 to 90	Over 90
0067	Edge on Triangle Park Inc.						
Receiver	Receiver General of Canada	14,553,504.60	0.00	0.00	14,916,719.02	-296,413.21	-66,801.21
DolvinMe	Dolvin Mechanical Contractors Ltd.	782,331.88	0.00	0.00	0.00	0.00	782,331.88
0017A	Urbancorp Toronto Management Inc.	685,819.28	0.00	37,926.81	18,989.60	38,166.07	590,736.80
Midnorth	Midnorthern Appliance Industries Corp.	662,750.86	0.00	0.00	0.00	0.00	662,750.86
SpeedyEl	Speedy Electrical Contractors Limited	583,343.34	0.00	0.00	0.00	0.00	583,343.34
FurkinCo	Furkin Construction Inc.	384,430.64	0.00	0.00	0.00	0.00	384,430.64
FirstSer2	First Service Residential Property Services Ontario Ltd.	330,989.70	0.00	0.00	361.60	0.00	330,628.10
NGMarin2	NG Marin (2000) Inc.	302,148.37	0.00	0.00	0.00	0.00	302,148.37
Reliable	Reliable Lumber Products	297,552.84	0.00	0.00	0.00	0.00	297,552.84
McLellan2	McLellan SMG Inc.	254,375.43	0.00	0.00	0.00	14,012.14	240,363.29
Treasure	Treasurer, City of Toronto	252,519.61	0.00	0.00	0.00	67,479.71	185,039.90
KRGInsur	KRG Insurance Brokers Inc.	236,581.24	0.00	0.00	0.00	0.00	236,581.24
LidoCons	Lido Construction Inc.	223,913.11	0.00	0.00	0.00	84.75	223,828.36
CartierK	Cartier Kitchens	213,650.44	0.00	508.50	1,500.07	864.44	210,777.43
TSCC2448	TSCC 2448	182,342.19	0.00	0.00	0.00	0.00	182,342.19
UptownHa	Uptown Hardware Limited	161,537.41	0.00	0.00	321.20	113.00	161,103.21
DesignEl	Design Elementz Ltd.	160,094.55	0.00	640.71	0.00	0.00	159,453.84
VIPRaili	V.I.P Railing Inc.	122,549.00	0.00	0.00	0.00	0.00	122,549.00
FirstSer1	FirstService Residential	117,267.51	0.00	0.00	0.00	0.00	117,267.51
TorontoH	Toronto Hydro	71,089.28	0.00	0.00	19,035.77	574.53	51,478.98
DolenteC	Dolente Concrete & Drain Co.	66,534.18	0.00	0.00	0.00	0.00	66,534.18
AtrensCo	Atrens-Counsel Insurance Brokers Inc.	58,273.56	0.00	0.00	0.00	0.00	58,273.56
EXPServi	EXP Services Inc.	50,478.37	0.00	0.00	508.50	565.00	49,404.87
Terrapla	Terraplan Landscape Architects Inc.	45,585.92	0.00	0.00	0.00	0.00	45,585.92
GHDlimited	GHD Limited	40,670.09	0.00	0.00	685.83	5,220.45	34,763.81
GreuxMa	Greux, Marcel	35,666.65	0.00	0.00	0.00	35,666.65	0.00
McLellan1	McLellan Group Sales & Marketing Consultants Inc.	32,308.12	0.00	0.00	0.00	0.00	32,308.12
Wildcats	Wildcats Window Cleaning	28,069.20	0.00	0.00	0.00	0.00	28,069.20
HarrisSh	Harris, Sheaffer Barristers & Solicitors	26,743.88	0.00	0.00	0.00	0.00	26,743.88
EnmarCon	Enmar Construction Ltd.	24,558.60	0.00	0.00	0.00	0.00	24,558.60
GabrielB	Gabriel Bodor Architect, Inc.	24,050.11	0.00	0.00	0.00	72.73	23,977.38
LGAArchi	LGA Architectural Partners	20,711.26	0.00	0.00	0.00	0.00	20,711.26
UnitedEn	United Engineering Inc.	19,458.60	0.00	0.00	0.00	0.00	19,458.60
Century219	Century 21 Best Sellers Ltd., Brokerage	19,193.37	0.00	0.00	0.00	0.00	19,193.37
ToroAlum	Toro Aluminium	19,181.30	0.00	0.00	0.00	0.00	19,181.30
ValdanLa	Valdan Landscape	18,900.00	0.00	0.00	0.00	0.00	18,900.00
Enbridge3	Enbridge Gas Distribution Inc.	17,012.33	0.00	0.00	0.00	0.00	17,012.33
TACTDesi	TACT Design	16,466.99	0.00	0.00	0.00	0.00	16,466.99
TorontoS	Toronto Star Newspaper Limited	15,206.96	0.00	0.00	0.00	0.00	15,206.96
REMAXPre1	RE/MAX Premier Inc.	13,238.29	0.00	0.00	0.00	0.00	13,238.29
SuperSav1	Super Save Toilet Rentals Inc.	13,163.12	0.00	0.00	0.00	0.00	13,163.12
Homelife29	Homelife/Higher Standards	11,693.13	0.00	0.00	0.00	0.00	11,693.13
ModelRai	Model Railings	11,515.83	0.00	0.00	0.00	0.00	11,515.83
RightAtH1	Right At Home Realty Inc. Brokerage	10,484.37	0.00	0.00	0.00	0.00	10,484.37
WilcoxS11	Wilcox Sign Company Inc.	10,430.00	0.00	0.00	0.00	0.00	10,430.00
MagnumPr	Magnum Protective Services Limited	10,335.35	0.00	0.00	0.00	0.00	10,335.35
Peforman	Performance Solutions Inc.	10,170.00	0.00	0.00	0.00	0.00	10,170.00
Performa	Performance Solutions Inc.	10,170.00	0.00	0.00	0.00	0.00	10,170.00
SignAgeL	SignAge & Lighting Systems Inc.	9,588.05	0.00	0.00	0.00	0.00	9,588.05
Marigold	Marigolds & Onions	8,913.16	0.00	0.00	0.00	0.00	8,913.16
EastWest	East - West Services Company Limited	8,910.05	0.00	0.00	0.00	0.00	8,910.05
HomeLife13	HomeLife/Bayview Realty Inc.	8,741.64	0.00	0.00	0.00	8,741.64	0.00
Century218	Century 21 People's Choice Realty Inc. Brokerage	8,497.28	0.00	0.00	0.00	0.00	8,497.28
Urbangre	Urbangreen Construction LTD	8,475.00	0.00	0.00	0.00	0.00	8,475.00
Treasure3	Treasurer, City of Toronto	8,384.72	0.00	0.00	0.00	0.00	8,384.72
0047	Westside Gallery Lofts Inc.	7,627.50	0.00	0.00	0.00	0.00	7,627.50
Homelife38	Homelife Victory Realty Inc.	7,627.44	0.00	0.00	0.00	0.00	7,627.44
LouisBar	Louis Barikage	7,500.00	0.00	0.00	0.00	0.00	7,500.00
Treasure2	Treasurer, City of Toronto	7,494.81	0.00	0.00	0.00	0.00	7,494.81
SimerraP	Simerra Property Management Inc.	6,780.00	0.00	0.00	0.00	0.00	6,780.00
RoyalLif	Royal Life Realty Inc.	6,747.78	0.00	0.00	0.00	0.00	6,747.78
LSOConsu	LSO Consulting Inc.	6,497.18	0.00	0.00	0.00	0.00	6,497.18
AltusGro1	Altus Group Limited	5,064.16	0.00	0.00	0.00	0.00	5,064.16
CLMGener	CLM General Enterprise Ltd.	4,913.82	0.00	0.00	0.00	0.00	4,913.82
RandalBr	Randal Brown & Associates Engineering Ltd.	4,900.18	0.00	0.00	0.00	0.00	4,900.18
Keystone	Keystone Home Products Ltd.	4,576.50	0.00	0.00	4,576.50	0.00	0.00

Aged Payable Listing by Company
 Prepared by Company
 (Unaudited; \$C)

As of: 11/15/2015

Code	Name	O/S	On-Hold	Current	31 to 60	61 to 90	Over 90
Reprodux	Reprodux Copy Centre	4,463.08	0.00	0.00	0.00	0.00	4,463.08
CityofTo8	City of Toronto	3,886.67	0.00	0.00	0.00	0.00	3,886.67
HomeLife28	HomeLife Landmark Realty Inc.	3,800.86	0.00	0.00	0.00	0.00	3,800.86
HarInTrust	Harris, Sheaffer in Trust	3,573.68	0.00	0.00	0.00	0.00	3,573.68
MMGroup	MMM Group Limited	3,390.00	0.00	0.00	0.00	0.00	3,390.00
CoreOneM	Core One Mechanical Group Inc.	3,281.66	0.00	0.00	3,281.66	0.00	0.00
SunState	SunState Realty Specialists Inc.	3,188.60	0.00	0.00	0.00	0.00	3,188.60
ArthurAe	Arthur Aerial Lifts	3,056.65	0.00	0.00	0.00	0.00	3,056.65
Multivis	Multivista Ontario	2,938.00	0.00	0.00	0.00	0.00	2,938.00
SELCOEle	SELCO Elevators Ltd.	2,938.00	0.00	0.00	0.00	395.50	2,542.50
GlobalIn	Global Industrial Canada	2,729.26	0.00	0.00	0.00	0.00	2,729.26
Century217	Century 21 New Concept Ltd.	2,695.03	0.00	0.00	0.00	0.00	2,695.03
SmartSaf	Smart Safety Solutions	2,637.20	0.00	0.00	0.00	0.00	2,637.20
Pietrangel	Pietrangelo, Joe	2,449.50	0.00	0.00	0.00	2,449.50	0.00
JohnsonCon	Johnson Controls	2,426.11	0.00	0.00	0.00	2,426.11	0.00
Dufferin2	Dufferin-Custom Concrete Group	2,382.05	0.00	0.00	0.00	0.00	2,382.05
Emergenc	Emergency Propane Services	2,302.03	0.00	0.00	0.00	0.00	2,302.03
Guardtek1	Guardtek Monitoring Inc.	2,286.83	0.00	0.00	0.00	501.16	1,785.67
AbeGital	Abe Gitalis Real Estate Ltd.	2,180.90	0.00	0.00	1,638.50	542.40	0.00
SuperSav3	Super Save Fence Rentals Inc.	2,096.88	0.00	0.00	233.74	233.74	1,629.40
Construc5	Construction Market Data Group Inc.	2,066.77	0.00	0.00	0.00	0.00	2,066.77
JensenHu	Jensen Hughes Consulting Canada Ltd.	2,056.45	0.00	0.00	0.00	0.00	2,056.45
Treasure4	Treasurer, City of Toronto	2,050.00	0.00	0.00	0.00	0.00	2,050.00
DailyCom	Daily Commercial News	2,006.77	0.00	0.00	0.00	0.00	2,006.77
Sterling	Sterling Tile & Carpet	1,999.42	0.00	0.00	0.00	0.00	1,999.42
DellCore	Dell-Core Edge Protection Ltd.	1,859.38	0.00	0.00	0.00	0.00	1,859.38
ProBellE	Pro-Bell Enterprises Limited	1,469.00	0.00	0.00	0.00	0.00	1,469.00
Valcoust	Valcoustics Canada Ltd.	1,456.92	0.00	0.00	791.00	0.00	665.92
Technica	Technical Standards and Safety Authority	1,135.00	0.00	0.00	0.00	0.00	1,135.00
LawOffic	Law Office of Benjamin Blufarb	1,036.77	0.00	0.00	0.00	0.00	1,036.77
Guidelin1	Guidelines Advertising Inc.	960.50	0.00	0.00	0.00	0.00	960.50
Firetron	Firetronics 2000 Inc.	904.00	0.00	0.00	0.00	0.00	904.00
NuWallCo	Nu-Wall Contracting Ltd.	904.00	0.00	0.00	0.00	0.00	904.00
AddmoreO	Addmore Office Furniture(2009) Ltd.	896.09	0.00	0.00	0.00	0.00	896.09
SkywayCa	Skyway Canada Limited	666.16	0.00	0.00	91.54	0.00	574.62
CLMGener1	CLM General Enterprises	602.35	0.00	0.00	-540,454.32	0.00	541,056.67
Yorkwest	Yorkwest Plumbing Supply Inc.	569.52	0.00	0.00	0.00	0.00	569.52
SharonEx	Sharon Express Printing	463.30	0.00	0.00	0.00	0.00	463.30
Tubnet	Tubnet	452.00	0.00	0.00	0.00	0.00	452.00
Superior1	Superior Pavement Line Marking Services	395.50	0.00	0.00	0.00	0.00	395.50
MagicalP	Magical Pest Control Inc.	380.81	0.00	0.00	0.00	0.00	380.81
GilbertS	Gilbert Steel Limited	316.22	0.00	0.00	0.00	0.00	316.22
Guardtek	Guardtek System Inc.	289.28	0.00	0.00	0.00	0.00	289.28
O'NeilEle	O'Neil Electric	196.63	0.00	0.00	0.00	0.00	196.63
SigmundS	Sigmund Soudack & Associates Inc.	190.69	0.00	0.00	0.00	0.00	190.69
MDFMecha	MDF Mechanical Ltd.	187.02	0.00	0.00	187.02	0.00	0.00
IvyNg	Ivy Ng	161.20	0.00	0.00	0.00	0.00	161.20
AdrianMc	Adrian McCalla	141.25	0.00	0.00	0.00	0.00	141.25
DSMCompu	DSM Computing Solutions Inc.	113.00	0.00	0.00	0.00	0.00	113.00
GilbertM	Gilbert Marcelo	113.00	0.00	0.00	0.00	0.00	113.00
Infrastr	Infrastructure Health and Safety Association	109.33	0.00	0.00	0.00	0.00	109.33
CompelTe	Compel Technology Inc.	97.46	0.00	0.00	97.46	0.00	0.00
VolvoRen	Volvo Rents	76.26	0.00	0.00	0.00	0.00	76.26
Rentokil	Rentokil Pest Control	71.08	0.00	0.00	0.00	0.00	71.08
FederalE1	Federal Express Canada Ltd.	48.28	0.00	0.00	0.00	0.00	48.28
Canadian10	Canadian Springs	32.06	0.00	0.00	16.89	0.00	15.17
EliteSto	Elite Stone and Design Corp.	0.00	0.00	0.00	0.00	0.00	0.00
PopProf	Pop's Professional Caulking Ltd.	0.00	0.00	0.00	0.00	0.00	0.00
RogersWi	Rogers Wireless	0.00	0.00	0.00	0.00	0.00	0.00
Triumph	Triumph	-3,778.75	0.00	0.00	0.00	0.00	-3,778.75
Canadian22	Canadian Rental Centres	-14,308.26	0.00	0.00	189.84	140.69	-14,638.79
Cooltech3	Cooltech Air Systems	-293,980.50	0.00	0.00	0.00	0.00	-293,980.50
	Total Company	21,163,409.08	0.00	39,076.02	14,428,771.42	-118,163.00	6,813,724.64

This is Exhibit "V" referred to in the Affidavit of Albert Passero sworn March 12, 2018



Commissioner for Taking Affidavits (or as may be)

KEVIN D. SHERKIN

Kevin Sherkin

From: Kevin Sherkin
Sent: November 16, 2015 4:12 PM
To: 'Barry Rotenberg'
Cc: Michelle Cruz
Attachments: discharge of lien 11 16 15.pdf; charge registered 11 16 15.pdf

Barry

I attach the discharge of Lien and the register charge on the units. The transaction is now closed. Let me know if there's anything else I can do.

I will send off my account for reimbursement shortly.

Kevin D. Sherkin

Levine Sherkin Boussidan
A Professional Corporation of Barristers
23 Lesmill Road., Suite 300
Toronto, Ontario
M3B 3P6
(416) 224-2400
(416) 224-2408 (fax)

--- SOLICITOR - CLIENT PRIVILEGED COMMUNICATION ---

The information contained in this message is privileged and confidential. It is intended to be read only by the individual or entity named above or their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Levine Sherkin Boussidan, at (416) 224-2400 and delete or destroy any copy of this message.

Properties	
------------	--

<i>PIN</i>	76448 - 0433 LT
<i>Description</i>	UNIT 29, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0447 LT
<i>Description</i>	UNIT 43, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0453 LT
<i>Description</i>	UNIT 49, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0456 LT
<i>Description</i>	UNIT 52, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0461 LT
<i>Description</i>	UNIT 57, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0462 LT
<i>Description</i>	UNIT 58, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0463 LT
<i>Description</i>	UNIT 59, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0480 LT
<i>Description</i>	UNIT 17, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0493 LT
<i>Description</i>	UNIT 30, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0498 LT
<i>Description</i>	UNIT 35, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0501 LT
<i>Description</i>	UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0514 LT
<i>Description</i>	UNIT 14, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0515 LT
<i>Description</i>	UNIT 1, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0530 LT
<i>Description</i>	UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0544 LT
<i>Description</i>	UNIT 30, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0551 LT
<i>Description</i>	UNIT 37, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0552 LT
<i>Description</i>	UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0568 LT
<i>Description</i>	UNIT 17, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0589 LT
<i>Description</i>	UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0575 LT
<i>Description</i>	UNIT 7, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0586 LT
<i>Description</i>	UNIT 18, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0590 LT
<i>Description</i>	UNIT 22, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Discharge Of Construction Lien

Received as AT4067445 on 2015 11 16 at 15:48

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

yyyy mm dd Page 11 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0614 LT
<i>Description</i>	UNIT 46, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0621 LT
<i>Description</i>	UNIT 53, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0638 LT
<i>Description</i>	UNIT 17, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0639 LT
<i>Description</i>	UNIT 1, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0676 LT
<i>Description</i>	UNIT 38, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0679 LT
<i>Description</i>	UNIT 3, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	1803 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0681 LT
<i>Description</i>	UNIT 5, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	1806 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0765 LT
<i>Description</i>	UNIT 15, LEVEL 17, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	2018 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0804 LT
<i>Description</i>	UNIT 18, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0824 LT
<i>Description</i>	UNIT 38, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0859 LT
<i>Description</i>	UNIT 35, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0901 LT
<i>Description</i>	UNIT 1, LEVEL 22, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0902 LT
<i>Description</i>	UNIT 1, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0903 LT
<i>Description</i>	UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1032 LT
<i>Description</i>	UNIT 129, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1033 LT
<i>Description</i>	UNIT 130, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1066 LT
<i>Description</i>	UNIT 163, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1073 LT
<i>Description</i>	UNIT 170, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1170 LT
<i>Description</i>	UNIT 267, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1171 LT
<i>Description</i>	UNIT 268, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1172 LT
<i>Description</i>	UNIT 269, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 1232 LT
<i>Description</i>	UNIT 58, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1250 LT
<i>Description</i>	UNIT 76, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1252 LT
<i>Description</i>	UNIT 78, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1253 LT
<i>Description</i>	UNIT 79, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1254 LT
<i>Description</i>	UNIT 80, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1255 LT
<i>Description</i>	UNIT 81, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1256 LT
<i>Description</i>	UNIT 82, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1257 LT
<i>Description</i>	UNIT 83, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1258 LT
<i>Description</i>	UNIT 84, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1259 LT
<i>Description</i>	UNIT 85, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 1260 LT
<i>Description</i>	UNIT 86, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

- PIN* 76448 - 1261 LT

Description UNIT 87, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1262 LT

Description UNIT 88, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1263 LT

Description UNIT 89, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1266 LT

Description UNIT 92, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1267 LT

Description UNIT 93, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1330 LT

Description UNIT 5, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1340 LT

Description UNIT 15, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1344 LT

Description UNIT 19, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1380 LT

Description UNIT 55, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1394 LT

Description UNIT 69, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1400 LT

Description UNIT 75, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

Properties

- PIN* 76448 - 1404 LT

Description UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1405 LT

Description UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1407 LT

Description UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1408 LT

Description UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1409 LT

Description UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1410 LT

Description UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1411 LT

Description UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1412 LT

Description UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1416 LT

Description UNIT 91, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO
- PIN* 76448 - 1417 LT

Description UNIT 92, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

Document to be Discharged

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
AT4024509	2015 09 30	Construction Lien

LRO # 80 Discharge Of Construction Lien

Received as AT4067445 on 2015 11 16 at 15:48

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

yyyy mm dd Page 16 of 16

Discharging Party(s)

The applicant applies to delete the selected lien and/or certificate of action.

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Address for Service c/o Levine, Sherkin, Boussidan
300-23 Lesmill Road
Toronto, ON M3B 3P6

I, Albert Passero, have the authority to bind the corporation.

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

Statements

The lien claimant releases the lien claimed in the claim for lien as in registration number AT4024509 registered on 2015/09/30, and in respect to an improvement to the premises owned by Edge on Triangle Park Inc. amn Edge Residential Inc. and described in the PIN(s) identified.

The lien is released and no certificate of action has been registered.

Signed By

Kevin David Sherkin 23 Lesmill Road, #300 acting for Signed 2015 11 16
Toronto Applicant(s)
M3B 3P6
Tel 416-224-2400
Fax 416-224-2408

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

Submitted By

LEVINE SHERKIN BOUSSIDAN 23 Lesmill Road, #300 2015 11 16
Toronto
M3B 3P6
Tel 416-224-2400
Fax 416-224-2408

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

LRO # 80 Charge/Mortgage

Received as AT4067287 on 2015 11 16 at 15:12

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

yyyy mm dd Page 1 of 4

Properties			
------------	--	--	--

<i>PIN</i>	76302 - 0002 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0004 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0005 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0009 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0010 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0181 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0262 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 10, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0341 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0449 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 23, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0473 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 18, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0477 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 22, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

Received as AT4067287 on 2015 11 16 at 15:12

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

yyyy mm dd Page 2 of 4

Properties

<i>PIN</i>	76302 - 0478 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 23, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0596 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 9, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0752 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 28, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0753 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 29, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0754 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 30, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0755 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 31, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0756 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 32, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0757 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 33, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0758 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 34, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0759 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 35, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0760 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 36, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

Received as AT4067287 on 2015 11 16 at 15:12

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

yyyy mm dd Page 3 of 4

Properties

<i>PIN</i>	76302 - 0761 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 37, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0762 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 38, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0794 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 70, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 1140 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 17, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

Chargor(s)

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

Name KING RESIDENTIAL INC.
Address for Service 1100 King Street West
 Toronto, ON M6K 1E8

I, Alan Saskin, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Address for Service c/o Levine, Sherkin, Boussidan
 300-23 Lesmill Road
 Toronto, ON M3B 3P6

LRO # 80 Charge/Mortgage

Received as AT4067287 on 2015 11 16 at 15:12

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

yyyy mm dd Page 4 of 4

Provisions

Principal \$ 2,400,000.00 Currency CDN
 Calculation Period
 Balance Due Date 2016/01/31
 Interest Rate 6% per annum
 Payments
 Interest Adjustment Date
 Payment Date
 First Payment Date
 Last Payment Date
 Standard Charge Terms 200033
 Insurance Amount full insurable value
 Guarantor

Signed By

Kevin David Sherkin 23 Lesmill Road, #300 acting for Signed 2015 11 16
 Toronto Chargor(s)
 M3B 3P6
 Tel 416-224-2400
 Fax 416-224-2408

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

Submitted By

LEVINE SHERKIN BOUSSIDAN 23 Lesmill Road, #300 2015 11 16
 Toronto
 M3B 3P6
 Tel 416-224-2400
 Fax 416-224-2408

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
 Total Paid \$62.85

File Number

Chargee Client File Number : 5198-001

Properties

<i>PIN</i>	76448 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0005 LT
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0006 LT
<i>Description</i>	UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0007 LT
<i>Description</i>	UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0008 LT
<i>Description</i>	UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0009 LT
<i>Description</i>	UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0011 LT
<i>Description</i>	UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0012 LT
<i>Description</i>	UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

LRO # 80 Discharge Of Construction Lien

Received as AT4067445 on 2015 11 16 at 15:48

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

yyyy mm dd Page 2 of 16

Properties

<i>PIN</i>	76448 - 0013 LT
<i>Description</i>	UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0014 LT
<i>Description</i>	UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0016 LT
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	202 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0018 LT
<i>Description</i>	UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	205 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0020 LT
<i>Description</i>	UNIT 6, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	207 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0021 LT
<i>Description</i>	UNIT 7, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0024 LT
<i>Description</i>	UNIT 10, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	211 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0025 LT
<i>Description</i>	UNIT 11, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0026 LT
<i>Description</i>	UNIT 12, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0027 LT
<i>Description</i>	UNIT 13, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0031 LT
<i>Description</i>	UNIT 17, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0033 LT
<i>Description</i>	UNIT 19, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0034 LT
<i>Description</i>	UNIT 20, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0041 LT
<i>Description</i>	UNIT 27, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0049 LT
<i>Description</i>	UNIT 35, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0051 LT
<i>Description</i>	UNIT 37, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0066 LT
<i>Description</i>	UNIT 52, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0068 LT
<i>Description</i>	UNIT 54, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0069 LT
<i>Description</i>	UNIT 55, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0070 LT
<i>Description</i>	UNIT 56, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0071 LT
<i>Description</i>	UNIT 57, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0073 LT
<i>Description</i>	UNIT 59, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0094 LT
<i>Description</i>	UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0096 LT
<i>Description</i>	UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0097 LT
<i>Description</i>	UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0106 LT
<i>Description</i>	UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0108 LT
<i>Description</i>	UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0110 LT
<i>Description</i>	UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0113 LT
<i>Description</i>	UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0117 LT
<i>Description</i>	UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0125 LT
<i>Description</i>	UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0148 LT
<i>Description</i>	UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0162 LT
<i>Description</i>	UNIT 69, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0174 LT
<i>Description</i>	UNIT 81, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0177 LT
<i>Description</i>	UNIT 84, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0188 LT
<i>Description</i>	UNIT 95, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0191 LT
<i>Description</i>	UNIT 98, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0205 LT
<i>Description</i>	UNIT 112, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0239 LT
<i>Description</i>	UNIT 146, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0240 LT
<i>Description</i>	UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0241 LT
<i>Description</i>	UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0260 LT
<i>Description</i>	UNIT 21, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0262 LT
<i>Description</i>	UNIT 23, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO

Properties

<i>PIN</i>	76448 - 0263 LT
<i>Description</i>	UNIT 24, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0264 LT
<i>Description</i>	UNIT 25, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0265 LT
<i>Description</i>	UNIT 26, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0266 LT
<i>Description</i>	UNIT 27, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0269 LT
<i>Description</i>	UNIT 30, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0290 LT
<i>Description</i>	UNIT 51, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0291 LT
<i>Description</i>	UNIT 52, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0292 LT
<i>Description</i>	UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0293 LT
<i>Description</i>	UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0296 LT
<i>Description</i>	UNIT 5, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	606 SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0298 LT
<i>Description</i>	UNIT 7, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	608 36 LISGAR STREET TORONTO

Properties

- PIN* 76448 - 0315 LT

Description UNIT 24, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address 828 SUITE
36 LISGAR STREET
TORONTO

- PIN* 76448 - 0318 LT

Description UNIT 27, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0321 LT

Description UNIT 30, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0322 LT

Description UNIT 31, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address 806E SUITE
36 LISGAR STREET
TORONTO

- PIN* 76448 - 0338 LT

Description UNIT 47, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0340 LT

Description UNIT 49, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0342 LT

Description UNIT 51, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0343 LT

Description UNIT 52, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0344 LT

Description UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0347 LT

Description UNIT 4, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

- PIN* 76448 - 0373 LT

Description UNIT 30, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

Address TORONTO

LRO # 80 Discharge Of Construction Lien

Received as AT4067445 on 2015 11 16 at 15:48

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

yyyy mm dd Page 8 of 16

Properties	
------------	--

<i>PIN</i>	76448 - 0376 LT
<i>Description</i>	UNIT 33, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	705E SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0377 LT
<i>Description</i>	UNIT 34, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	706E SUITE 36 LISGAR STREET TORONTO
<i>PIN</i>	76448 - 0392 LT
<i>Description</i>	UNIT 49, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0395 LT
<i>Description</i>	UNIT 52, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0401 LT
<i>Description</i>	UNIT 58, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0402 LT
<i>Description</i>	UNIT 59, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0403 LT
<i>Description</i>	UNIT 60, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0404 LT
<i>Description</i>	UNIT 61, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0405 LT
<i>Description</i>	UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	76448 - 0408 LT
<i>Description</i>	UNIT 4, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
<i>Address</i>	805 SUITE 36 LISGAR STREET TORONTO

Appendix "P"



November 24, 2015

Urbancorp (St. Clair Village) Inc.
120 Lyn Williams Street
Toronto, ON

ATTENTION: Mr. Alan Saskin

Dear Sir,

RE: LOAN EXTENSION - Homes of St. Clair West

TERRA FIRMA CAPITAL CORPORATION (hereinafter called "Terra Firma" or "TFCC") through Terra Firma MA Ltd. (the "Mortgage Brokerage") is pleased to provide the following amendment (the "Amendment") subject to the terms and conditions set out below. Save and except as hereby amended, all other terms of the Commitment Letter dated July 29, 2013 remain unchanged and in effect. Together, this Amendment, and the aforementioned Commitment shall collectively be known as the "Commitment Letter".

1. BORROWER:

Urbancorp (St. Clair Village) Inc. (the "Borrower")

2. GUARANTOR(S):

Joint and several guarantees of Alan Saskin and Urbancorp Toronto Management Inc.

3. PROJECT / SECURED PROPERTY:

A 2.05 acre parcel of land currently improved with a 3 storey building (formerly Hughes Public School). The property is to be developed with 41 freehold, semi-detached residential units.

(the "Project")

Amendment Letter
Urbancorp (St. Clair Village) Inc. "Homes of St. Clair West"

November 24, 2015

4. LOAN FACILITY:

\$7,380,000 as follows:

\$6,930,000 Original Principal Balance
\$ 450,000 Accrued Interest from initial advance

5. AMENDMENT PURPOSE:

To extend the term of the subject loan facility for a 3 month period effective on the current Maturity Date of November 1, 2015 (revised maturity date of February 1, 2016).

6. TERM:

Original Deal

27 months (maturity date of November 1, 2015)

Revised Deal

Loan to mature February 1, 2016.

7. EXTENSION FEE:

An extension fee of \$36,900 (0.5%) of the authorized loan facility shall become due and payable for the three month extension.

8. ACCEPTANCE:

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning one (1) copy of this Amendment Letter to the Lender's office together with your cheque in the amount of \$36,900 payable to Terra Firma MA Ltd., representing the Extension Fee due and payable, failing which this letter shall be deemed null and void.

Yours very truly,

Terra Firma MA Ltd.

Per: 

Name: Carolyn Montgomery

Title: Vice President & Principal Broker

Amendment Letter
Urbancorp (St. Clair Village) Inc. "Homes of St. Clair West"

November 24, 2015

ACCEPTANCE

THE UNDERSIGNED hereby accept the terms and conditions of this Amendment as of this _____ day of _____, _____.

BORROWER:

Urbancorp (St. Clair Village) Inc.

Per: _____

Name:

I/we have the authority to bind the corporation

GUARANTOR(S):

Signature: _____

Name: Alan Saskin

Witness:

Signature: _____

Name:

Urbancorp Toronto Management Inc.

Per: _____

I/we have the authority to bind the corporation

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

November 26, 2015.

Barry Rotenberg
Direct Line: (416) 250-3699
E-mail: brotenberg@harris-sheaffer.com

Urbancorp Inc.
120 Lynn Williams Street, Suite 2A
Toronto, Ontario, ON M6K 3N6

File No.: 150105

Shimonov & Co.- Advocates
Rogovin Tidhar Tower, 23rd floor
11 Menachem Begin Road
Ramat Gan 52506, Israel
Attn: Israel Shimonov, Adv. Nir Cohen Sasson, Adv.
Ran Felder, Adv. Eyal Natanian, Adv. Maayan
Blumenfeld

Apex Issuances
Champion Tower
30 Sheshet Hayamim Street
Bnei Brak, Israel 5112303
Attn: Eliav Bar-David

Doron, Tikotzky, Kantor, Gutman, Cederboun & Co.
Law Office
12 Abba Hillel Silver Street
Ramat Gan, 5250606 Israel
Attn: Giora Gutman, Adv.

Dear Sirs:

RE: Edge on Triangle Park Inc.
2 – 6 (36) Lisgar Street, Unit 6, Level 1, Toronto Standard Condominium Plan No. 2448
plus all of those Units set out in Schedule A attached hereto and a Commercial/Office
Space, being Part of Lots 6 to 12 inclusive, Plan 960 and part of Block 5, Plan of
Ordinance Reserve, designated as Parts 5, 12, 21 and 31 Plan 66R-27890, Toronto,
Ontario, being part of PINs 21298-0501 (LT), 21298-0504 (LT) and 21298-0508 (LT).

In our capacity as counsel for Urbancorp Inc. (“Urbancorp”) and Edge on Triangle Park Inc. (“Edge”), Urbancorp has requested that we provide this letter (“Confirmation Letter”) to Shimonov & Co-Advocates (“Shimonov”) in connection with Shimonov’s preparation (with Urbancorp) of a proposed initial public offering in Israel of non-convertible debentures (Series A) of Urbancorp.

■
BARRY ROTENBERG

■
GARY H. HARRIS

■
ROBERT D. SHEAFFER

■
PHILIP J. DRAPER

■
MARK F. FREEDMAN
(1981-2009)

■
JEFFREY P. SILVER

■
STEPHEN M. KARR

■
MARTIN P. HOUSER

■
MARK L. KAROLY

■
GAVIN H. BIRER

■
MICHAEL J. BAUM

■
ROGER M. VINAYAGALINGAM

■
ARI M. KATZ

■
RAZVAN L. NICOLAE

■
MANALI T. PRADHAN

THE PROPERTY

The subject property is legally described and is abstracted under PINs as set out in Schedule A and a Commercial/Office Space being Part of Lots 6 to 12 inclusive, Plan 960 and part of Block 5, Plan of Ordnance Reserve, designated as Parts 5, 12, 21 and 31 Plan 66R-27890, Toronto, Ontario, being part of PINs 21298-0501 (LT), 21298-0504 (LT) and 21298-0508 (LT) (collectively, the "Property"). The Property was acquired by Edge by way of Transfer registered on the 26th day of February, 2010, as Instrument No. AT2316291 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) (the "LRO").

TITLE OPINION IN RESPECT OF THE PROPERTY

We have examined title to the Property in the LRO. We have not made any off title enquiries as to unregistered easements, utilities arrears, outstanding realty taxes, outstanding common expenses, condominium status certificate matters or other matters affecting the Property nor have we taken any steps to verify if the encumbrances registered on the title to the Property are in good standing. In addition, we have not obtained a statement in respect of any Charge registered on title confirming whether such Charge is in good standing and the amount currently outstanding thereunder. We therefore offer no opinion on the aforesaid matters.

We have also:

- (a) assumed the requisite legal capacity of all individuals, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photostatic, notarial, facsimile, pdf or certified copies thereof;
- (b) relied on the accuracy, currency and completeness of the indices and filing systems maintained by public offices where we have searched or enquired or have caused searches or enquiries to be made and on such information and advice as provided to us by appropriate governmental, regulatory or other like authorities with respect to those matters referred to herein; and
- (c) considered such questions of law as we have deemed relevant, necessary or advisable for the purposes of giving this title opinion as hereinafter set out.

In addition, as we are only qualified to practice law in the Province of Ontario, our opinion speaks only to the Province of Ontario and the laws of Canada applicable therein.

Based upon and subject to the foregoing, we are of the opinion that as at November 6, 2015, Edge is the registered owner of the Property and has good and marketable title in fee simple to the Property subject to the following:

1. Instrument No. E4939AZ registered May 14, 1996 is a Transfer/Deed of Land from Canadian National Railway Company in favour of Canada Lands Company CLC Limited containing Restrictive Covenants which run with the lands in perpetuity for the benefit of the Transferor.
2. Instrument No. AT2724294 registered June 17, 2011 is a Notice of Section 37 Agreement with the City of Toronto.
3. Instrument No. AT3226393 registered January 29, 2013 is a Transfer of Easement in favour of Rogers Communications Inc.
4. Instrument No. AT3240353 registered February 20, 2013 is a Notice of Section 37 Agreement with the City of Toronto.

5. Instrument No. AT3751038 registered November 27, 2014 is a Notice of Site Plan Agreement with the City of Toronto.
6. The Declaration and Description creating Toronto Standard Condominium Plan No. 2448 registered as Instrument No. AT3869514 on April 29, 2015.
7. By-Law Number 1 of Toronto Standard Condominium Corporation No. 2448 registered as Instrument No. AT3883675 on May 15, 2015.
8. By-Law Number 2 of Toronto Standard Condominium Corporation No. 2448 registered as Instrument No. AT3883676 on May 15, 2015.
9. By-Law Number 3 of Toronto Standard Condominium Corporation No. 2448 registered as Instrument No. AT3883677 on May 15, 2015.
10. Instrument No. AT3883678 is a Geothermal Energy Supply Agreement between Urbancorp Renewable Power Inc. and Edge on Triangle Park Inc. registered on May 15, 2015.
11. Instrument No. AT3883679 is an Assignment Agreement between Edge on Triangle Park Inc. and Toronto Standard Condominium Corporation No. 2448 registered on May 15, 2015.
12. Instrument No. AT3884850 is a Notice of Application to Annex Restrictive Covenants registered on May 19, 2015 in favour of the Toronto Parking Authority.
13. Instrument No. AT3904300 is a Shared Facilities Agreement between Edge on Triangle Park Inc., Toronto Parking Authority, City of Toronto and Toronto Standard Condominium Corporation No. 2448 registered on June 4, 2015.
14. Charge in favour of Aviva Insurance Company of Canada as more particularly set out in this report.
15. Urbancorp Equity Charge as amended, particulars of which are set out herein.
16. Instrument No. AT3928867 is a Notice from Toronto Standard Condominium Corporation No. 2248 registered on June 29, 2015.
17. Instrument No. AT3990255 is Condominium Common Expense Lien registered on August 26, 2015 in the amount of \$10,049 in favour of Toronto Standard Condominium Corporation No. 2248 against some of the units owned by Edge on Triangle Park Inc. and some of the units owned by Edge Residential Inc.
18. Instrument No. AT4024509 is Construction Lien registered on September 30, 2015 in the amount of \$1,038,911 in favour of Speedy Electrical Contractors Limited (which is not registered against the property forming part of PINs 21298-0501 (LT), 21298-0504 (LT) and 21298-0508 (LT)).
19. Instrument No. AT4031286 is a Construction Lien registered on October 7, 2015 in the amount of \$825,833 in favour of Lido Construction Inc. (which is not registered against the property forming part of PINs 21298-0501 (LT), 21298-0504 (LT) and 21298-0508 (LT)).
20. Instrument No. AT4057407 is a Construction Lien registered on November 3, 2015 in the amount of \$50,478 in favour of EXP Services Inc.

21. The general encumbrances more particularly set out in Appendix E hereto.
 22. The payment of any liability that Edge on Triangle Park Inc. or the beneficial owner (TCC/Urbancorp (Bay/Stadium) Limited Partnership) may have for payment of HST due for the period prior to the date hereof.
 23. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown.
 24. Any unregistered statutory claims, liens or levies.
 25. Any right of expropriation, access or user or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.
 26. The exceptions and qualifications as set out in the Land Titles Act.
- and
27. Any native land claims.

ADDITIONAL INFORMATION IN RESPECT OF THE PROPERTY

With respect to the information hereinafter set out about the loan documentation for the Aviva Insurance Company of Canada ("Aviva") loan we have provided brief summaries of the documents referred to herein. You have been provided with copies of the said documents for your independent review and you should satisfy yourself as to the contents contained therein.

MORTGAGE FROM AVIVA

CHARGE

Edge granted a charge on the Property to secure the principal sum of \$30,000,000.00 in favour of Aviva. The particulars of the registration of the Charge are as follows; however, reference should be made to the facility agreement for the particulars of the loan transaction.

Chargor:	Edge on Triangle Park Inc.
Chargee:	Aviva Insurance Company of Canada
Face Amount of Charge	\$30,000,000
Payment Dates:	There are no set payments.
Registration Particulars:	The Charge was registered on the 10 th day of May, 2011, as Instrument No. AT2688219 in the LRO.

In addition, Instrument No. AT3321441 being a Notice was registered on June 11, 2013 from Edge on Triangle Park Inc. to Aviva Insurance Company of Canada.

This mortgage was provided for the purposes of securing Aviva's deposit insurance obligations with respect to deposits and ongoing obligations to Tarion Warranty Corporation.

Urbancorp Equity Inc. Charge

Urbancorp Equity Inc. placed a mortgage on the Property in order to secure the equity in the Property of the beneficial owner. Please refer to the attached PIN for the registration particulars of this charge and other instruments in favour of Urbancorp Equity Inc.

DECLARATION OF TRUST

Based solely upon our review of the Officer Certificate of Alan Saskin dated November 6, 2015 and the Declaration of Trust attached as Appendix C, TCC/Urbancorp (Bay/Stadium) Limited Partnership is the beneficial owner of the Property through its Trustee Bosvest Inc. Edge on Triangle Park Inc. holds title to the Property on behalf of Bosvest Inc.

We direct you to the above-mentioned documents, copies of which are enclosed herewith, for more information with respect to same.

EFFECTIVE DATE

This opinion is solely with respect to information and matters as they existed on November 6th, 2015.

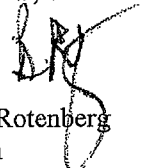
ENCLOSURES

Attached hereto are copies of the following:

1. Appendix A – Certificate of Status
2. Appendix B – Execution Certificates
3. Appendix C – Declaration of Trust
4. Appendix D – PINs for the Property
5. Appendix E – General Encumbrances
6. Appendix F – PPSA Search
7. Appendix G – Bankruptcy Search
8. Schedule A – Legal Description of Units forming part of the Property

This Confirmation Letter has been furnished to you at your request, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to anyone without our prior written consent. Moreover, this Confirmation Letter is rendered solely for your information and assistance in connection with your preparation of the public offering and may not be relied upon by any other person or for any other purpose without our prior written consent.

Yours very truly,
HARRIS, SHEAFFER LLP


Barry Rotenberg
BR:cm
Enclosures

APPENDIX A

CERTIFICATE OF STATUS

Edge on Triangle Park Inc.
Deaja Partner (Stadium) Inc.
Bosvest Inc.

APPENDIX B**EXECUTION CERTIFICATES**

Edge on Triangle Park Inc.
TCC/Urbancorp (Bay/Stadium) Limited Partnership
Deaja Partner (Stadium) Inc.
Bosvest inc.

APPENDIX C

DECLARATION OF TRUST

APPENDIX D

PINS

APPENDIX E

GENERAL ENCUMBRANCES

1. any title defect, encroachment or breach of a zoning of a building by-law or any other applicable law, by-law or regulation arising or occurring which may be disclosed by an up-to-date survey which would have not otherwise been disclosed by an examination of title to the Property;
2. all applicable zoning and building by-laws and regulations may by any governmental authority or its predecessors, and nay active permits, active permit applications, notices or violation and active matter if investigation which would have been disclosed by responses to the various off-title searches and public, municipal governmental and quasi-governmental enquiries which would be customary or advisable in delivering the opinion but which were not conducted for the purposes hereof;
3. any unregistered statutory claims, liens, easements, right-of-way, irregularities, encroachments, leases, restrictions, charges or other unregistered interest not disclosed by registered title;
4. the exceptions and qualifications set forth in Section 44 (1) of the *Land Titles Act (Ontario)* R.S.O. 1990 as amended;
5. liens for unpaid utility charges;
6. zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.
7. the reservations, limitations, provisos and conditions expressed in the original grant from the Crown. We have not made any enquiries or conducted any searches with respect to Crown Patents, unpatented mining claims or the existence of any native land claims;
8. any matter which would be revealed by any off title municipal, governmental or quasi-governmental enquiry that has not been conducted; and
9. any right of expropriation, access or use or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.

APPENDIX F

PPSA SEARCH

APPENDIX G

BANKRUPTCY SEARCH

SCHEDULE A

LEGAL DESCRIPTION OF UNITS FORMING PART OF PROPERTY

	<u>PIN</u>	<u>Unit</u>	<u>Level</u>	<u>Condominium Plan</u>
1	76448 0006	6	1	TSCP No. 2248
2	76448 0007	7	1	TSCP No. 2248
3	76448 0008	8	1	TSCP No. 2248
4	76448 0009	9	1	TSCP No. 2248
5	76448 0012	12	1	TSCP No. 2248
6	76448 0013	13	1	TSCP No. 2248
7	76448 0068	54	2	TSCP No. 2248
8	76448 0069	55	2	TSCP No. 2248
9	76448 0070	56	2	TSCP No. 2248
10	76448 0071	57	2	TSCP No. 2248
11	76448 0073	59	2	TSCP No. 2248
12	76448 0117	24	3	TSCP No. 2248
13	76448 0162	69	3	TSCP No. 2248
14	76448 0174	81	3	TSCP No. 2248
15	76448 0177	84	3	TSCP No. 2248
16	76448 0188	95	3	TSCP No. 2248
17	76448 0191	98	3	TSCP No. 2248
18	76448 0205	112	3	TSCP No. 2248
19	76448 0241	2	4	TSCP No. 2248
20	76448 0264	25	4	TSCP No. 2248
21	76448 0293	2	5	TSCP No. 2248
22	76448 0392	49	6	TSCP No. 2248
23	76448 0901	1	22	TSCP No. 2248

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

November 26, 2015.

Barry Rotenberg
Direct Line: (416) 250-3699
E-mail: brotenberg@harris-sheaffer.com

Urbancorp Inc.
120 Lynn Williams Street, Suite 2A
Toronto, Ontario, ON M6K 3N6

File No.: 150105

Shimonov & Co.- Advocates
Rogovin Tidhar Tower, 23rd floor
11 Menachem Begin Road
Ramat Gan 52506, Israel
Attn: Israel Shimonov, Adv. Nir Cohen Sasson, Adv.
Ran Felder, Adv. Eyal Natanian, Adv. Maayan
Blumenfeld

Apex Issuances
Champion Tower
30 Sheshet Hayamim Street
Bnei Brak, Israel 5112303
Attn: Eliav Bar-David

Doron, Tikotzky, Kantor, Gutman, Cederboun & Co.
Law Office
12 Abba Hillel Silver Street
Ramat Gan. 5250606 Israel
Attn: Giora Gutman, Adv.

Dear Sirs:

RE: King Residential Inc. – Condominiums at The Bridge Condominium
38 Joe Shuster Way, Suites 201, 202, 1002, 1323, 1422 and 1423, Toronto, Ontario

AND RE: The Toronto Dominion Bank loans to King Residential Inc. in connection with the above
noted property

In our capacity as counsel for Urbancorp Inc. (“Urbancorp”) and King Residential Inc. (“King”), Urbancorp has requested that we provide this letter (“Confirmation Letter”) to Shimonov & Co-Advocates (“Shimonov”) in connection with Shimonov’s preparation (with Urbancorp) of a proposed initial public offering in Israel of non-convertible debentures (Series A) of Urbancorp.

■
BARRY ROTENBERG

■
GARY H. HARRIS

■
ROBERT D. SHEAFFER

■
PHILIP J. DRAPER

■
MARK F. FREEDMAN
(1981-2009)

■
JEFFREY P. SILVER

■
STEPHEN M. KARR

■
MARTIN P. HOUSER

■
MARK L. KAROLY

■
GAVIN H. BIRER

■
MICHAEL J. BAUM

■
ROGER M. VINAYAGALINGAM

■
ARI M. KATZ

■
RAZVAN L. NICOLAE

■
MANALI T. PRADHAN

THE PROPERTY

The subject property is legally described as follows:

- Unit 1, Level 2, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 2, Level 2, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 2, Level 10, Unit 139, Level D, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 23, Level 13, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 22, Level 14, Unit 38, Level C, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 23, Level 14, Unit 21, Level C, Toronto Standard Condominium Plan No. 2302; City of Toronto;

and is abstracted under PINs 76302-0009 (LT), 76302-0010 (LT), 76302-0341 (LT), 76302-1262 (LT), 76302-0449 (LT), 76302-0477 (LT), 76302-0960 (LT), 76302-0478 (LT) and 76302-0943 (LT) (collectively, the "Property"). The Property was acquired by King by way of Transfers were registered as follows:

- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484323 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) (the "LRO").
- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484326 in the LRO.
- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484335 in the LRO.
- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484338 in the LRO.
- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484329 in the LRO.
- Transfer registered on the 19th day of December, 2013, as Instrument No. AT3484332 in the LRO.

TITLE OPINION IN RESPECT OF THE PROPERTY

We have examined title to the Property in the LRO. We have not made any off title enquiries as to unregistered easements, utilities arrears, outstanding realty taxes, outstanding common expenses, condominium status certificate matters or other matters affecting the Property nor have we taken any steps to verify if the encumbrances registered on the title to the Property are in good standing. In addition, we have not obtained a statement in respect of any Charge registered on title confirming whether such Charge is in good standing and the amount currently outstanding thereunder. We therefore offer no opinion on the aforesaid matters.

We have also:

- (a) assumed the requisite legal capacity of all individuals, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photostatic, notarial, facsimile, pdf or certified copies thereof;
- (b) relied on the accuracy, currency and completeness of the indices and filing systems maintained by public offices where we have searched or enquired or have caused searches or enquiries to be made and on such information and advice as provided to us by appropriate governmental, regulatory or other like authorities with respect to those matters referred to herein; and

- (c) considered such questions of law as we have deemed relevant, necessary or advisable for the purposes of giving this title opinion as hereinafter set out.

In addition, as we are only qualified to practice law in the Province of Ontario, our opinion speaks only to the Province of Ontario and the laws of Canada applicable therein.

Based upon and subject to the foregoing, we are of the opinion that as at November 6, 2015, King is the registered owner of the Property and has good and marketable title in fee simple to the Property subject to the following:

1. Instrument No. AT503402 registered on June 1, 2004 is an Agreement made between High Res Inc., Canadian National Railway Company and Greater Toronto Transit Authority.
2. Instrument No. AT694525 registered on December 23, 2004 is Transfer of Easement for noises and vibrations in favour of Greater Toronto Transit Authority and Canadian National Railway Company.
3. Instrument No. AT745415 registered March 2, 2005 is a Transfer of Easement in favour of Rogers Cable Communications Inc.
4. Instrument No. AT777131 registered on April 15, 2004 is an Amending Agreement relating to Instrument No. AT503402.
5. Instrument No. AT1173594 registered on June 21, 2006 is a Notice of Agreement entered into between High Res Inc., King West Village Sales Limited, King Towns Inc., New Towns at Kingtowns Inc., Canadian National Railway Company and the City of Toronto.
6. Instrument No. AT1291149 registered October 27, 2006 is a Shared Facilities Agreement entered into between High Res Inc., King Towns North Inc., Newtowns at Kingtowns Inc. and Toronto Standard Condominium Corporation No. 1800.
7. Instrument No. AT1354313 registered January 15, 2007 is a Transfer of Easement in favour of the City of Toronto.
8. Instrument No. AT1828759 registered July 9, 2008 is a Transfer of Easement in favour of Rogers Cable Communications Inc.
9. Instrument No. AT2158659 registered August 26, 2009 is a Section 45(9) Agreement entered into between High Res Inc., King West Village Sales Limited, King Towns Inc., New Towns at Kingtowns Inc., Urbancorp the Bridge Inc. and the City of Toronto.
10. Instrument No. AT2173210 registered on September 10, 2009 is a Site Plan Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
11. Instrument No. AT2903002 registered on December 21, 2011 is an Encroachment Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
12. Instrument No. AT3243863 registered on February 26, 2013 is an Amending Site Plan Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
13. Declaration and Description creating Toronto Standard Condominium Plan No. 2302 registered as Instrument No. AT3270699 on April 5, 2013.

14. By-law Number 1 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286224 on April 29, 2013.
 15. By-law Number 2 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286225 on April 29, 2013.
 16. By-law Number 3 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286226 on April 29, 2013.
 17. By-law Number 4 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286227 on April 29, 2013.
 18. By-law Number 5 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286228 on April 29, 2013.
 19. Agreement between Urbancorp Renewable Power Inc. and Urbancorp The Bridge Inc. registered as Instrument No. AT3286229 on April 29, 2013.
 20. Shared Facilities Agreement between Urbancorp The Bridge Inc. and Fuzion Downtown Development Inc. registered as Instrument No. AT3286230 on April 29, 2013.
 21. Charges and General Assignment of Rents in favour of The Toronto-Dominion Bank as more particularly set out in this report.
 22. The general encumbrances more particularly set out in Appendix E hereto.
 23. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown.
 24. Any unregistered statutory claims, liens or levies.
 25. Any right of expropriation, access or user or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.
 26. The exceptions and qualifications as set out in the Land Titles Act.
 27. Any matters that would have been disclosed by an up-to-date survey.
- and
28. Any native land claims.

ADDITIONAL INFORMATION IN RESPECT OF THE PROPERTY

With respect to the information hereinafter set out about the loan documentation for The Toronto-Dominion Bank loan we have provided brief summaries of the documents referred to herein. You have been provided with copies of the said documents for your independent review and you should satisfy yourself as to the contents contained therein.

MORTGAGES FROM THE TORONTO-DOMINION BANK

CHARGES

In accordance with a multiple loan agreements dated December 10, 2013 issued to King, King granted a charge on each of the units comprising the Property in favour of the The Toronto-Dominion Bank (the "Chargee") to secure the principal sums noted below. The particulars of the registered Charges are as follows; however, reference should be made to the loan agreements for the particulars of the loan transactions.

Suite 201

Chargor: King Residential Inc.

Chargee: The Toronto-Dominion Bank

Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2

Loan Amount: \$209,993.00

Face Interest Rate: Prime plus 10%

Actual Interest Rate: 3.590%

Payment Date: 1st day monthly

Payment Amount: \$950.42

Balance Due: January 1, 2019

Guarantor: Alan Saskin

Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484324 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

Suite 202

Chargor: King Residential Inc.

Chargee: The Toronto-Dominion Bank

Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2

Loan Amount: \$247,493.00

Face Interest Rate: Prime plus 10%

Actual Interest Rate: 3.590%

Payment Date: 1st day monthly

Payment Amount: \$1,120.14

Balance Due: January 1, 2019

Guarantor: Alan Saskin

Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484327 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

Suite 1002

Chargor: King Residential Inc.

Chargee: The Toronto-Dominion Bank

Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2

Loan Amount: \$249,000.00

Face Interest Rate: Prime plus 10%

Actual Interest Rate: 3.590%

Payment Date: 1st day monthly

Payment Amount: \$1,126.96

Balance Due: January 1, 2019

Guarantor: Alan Saskin

Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484336 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

Suite 1323

Chargor: King Residential Inc.

Chargee: The Toronto-Dominion Bank

Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2

Loan Amount: \$212,242.50

Face Interest Rate: Prime plus 10%

Actual Interest Rate: 3.590%

Payment Date: 1st day monthly
Payment Amount: \$960.60
Balance Due: January 1, 2019
Guarantor: Alan Saskin
Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484339 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

Suite 1422

Chargor: King Residential Inc.
Chargee: The Toronto-Dominion Bank
Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2
Loan Amount: \$235,492.50
Face Interest Rate: Prime plus 10%
Actual Interest Rate: 3.590%
Payment Date: 1st day monthly
Payment Amount: \$1,065.83
Balance Due: January 1, 2019
Guarantor: Alan Saskin
Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484330 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

Suite 1423

Chargor: King Residential Inc.
Chargee: The Toronto-Dominion Bank
Address of Chargee: 4720 Tahoe Boulevard, 5th Floor
Mississauga, ON L4W 5P2
Loan Amount: \$235,492.50
Face Interest Rate: Prime plus 10%

Actual Interest Rate: 3.590%

Payment Date: 1st day monthly

Payment Amount: \$1,065.83

Balance Due: January 1, 2019

Guarantor: Alan Saskin

Registration Particulars: The Charge was registered on the 19th day of December, 2013, as Instrument No. AT3484333 in the LRO.

Standard Charge Terms No. 201027 are deemed to be included in this Charge.

ADDITIONAL SECURITY

1. Assignment of Rents

King executed in favour of the Chargee an assignment of rents and present and future leases relating to each of the units comprising the Property, notices of which were registered in the LRO as follows:

- Suite 201: Instrument No. AT3484325 registered on the 19th day of December, 2013.
- Suite 202: Instrument No. AT3484328 registered on the 19th day of December, 2013.
- Suite 1002: Instrument No. AT3484337 registered on the 19th day of December, 2013.
- Suite 1323: Instrument No. AT3484340 registered on the 19th day of December, 2013.
- Suite 1422: Instrument No. AT3484331 registered on the 19th day of December, 2013.
- Suite 1423: Instrument No. AT3484334 registered on the 19th day of December, 2013.

2. Guarantee

Alan Saskin agreed to guarantee the obligations of King to the Chargee in connection with the Charges.

3. PPSA Registration

We refer you to the financing statement amendment filed under the Personal Property Security Act (Ontario) (the "PPSA") as Registration No. 20140924 0913 1862 1254, Reference No. 692668809. The filing of the financing statement perfects the security interest granted to the Chargee with respect to the property used in connection with or situate at or arising from the ownership, development, use or disposition of the lands known as 38 Joe Shuster Way, Suites 201, 202, 1002, 1323, 1422 and 1423, and the proceeds thereof.

DECLARATION OF TRUST

Based solely upon our review of the Officer Certificate of Alan Saskin dated November 6, 2015 and the Declaration of Trust, TCC/Urbancorp (Bay) Limited Partnership is the beneficial owner of the Property and its general partner is Deaja Partner (Bay) Inc.

We direct you to the above-mentioned documents, copies of which are enclosed herewith, for more information with respect to same.

EFFECTIVE DATE

This opinion is solely with respect to information and matters as they existed on November 6th, 2015.

ENCLOSURES

We enclose herewith copies of the following:

LOAN FROM THE TORONTO-DOMINION BANK

1. Charge registered as Instrument No. AT3484324 with respect to Suite 201.
2. Charge registered as Instrument No. AT3484327 with respect to Suite 202.
3. Charge registered as Instrument No. AT3484336 with respect to Suite 1002.
4. Charge registered as Instrument No. AT3484339 with respect to Suite 1323.
5. Charge registered as Instrument No. AT3484330 with respect to Suite 1422.
6. Charge registered as Instrument No. AT3484333 with respect to Suite 1423.
7. Standard Charge Terms 201207.

ATTACHMENTS

Attached hereto are copies of the following:

1. Appendix A – Certificate of Status
2. Appendix B – Execution Certificates
3. Appendix C – Declaration of Trust
4. Appendix D – PINs for the Property
5. Appendix E – General Encumbrances
6. Appendix F – PPSA Search
7. Appendix G – Bankruptcy Search

This Confirmation Letter has been furnished to you at your request, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to anyone without our prior written consent. Moreover, this Confirmation Letter is rendered solely for your information and assistance in connection with your preparation of the public offering and may not be relied upon by any other person or for any other purpose without our prior written consent.

Yours very truly,

HARRIS, SHEAFFER LLP


Barry Rotenberg

BR:cm
Enclosures

APPENDIX A

CERTIFICATE OF STATUS

King Residential Inc.
Deaja Partner (Bay) Inc.

APPENDIX B**EXECUTION CERTIFICATES**

King Residential Inc.
TCC/Urbancorp (Bay) Limited Partnership
Deaja Partner (Bay) Inc.

APPENDIX C

DECLARATION OF TRUST

APPENDIX D

PINS

APPENDIX E

GENERAL ENCUMBRANCES

1. any title defect, encroachment or breach of a zoning of a building by-law or any other applicable law, by-law or regulation arising or occurring which may be disclosed by an up-to-date survey which would have not otherwise been disclosed by an examination of title to the Property;
2. all applicable zoning and building by-laws and regulations may by any governmental authority or its predecessors, and nay active permits, active permit applications, notices or violation and active matter if investigation which would have been disclosed by responses to the various off-title searches and public, municipal governmental and quasi-governmental enquiries which would be customary or advisable in delivering the opinion but which were not conducted for the purposes hereof;
3. any unregistered statutory claims, liens, easements, right-of-way, irregularities, encroachments, leases, restrictions, charges or other unregistered interest not disclosed by registered title;
4. the exceptions and qualifications set forth in Section 44 (1) of the *Land Titles Act (Ontario)* R.S.O. 1990 as amended;
5. liens for unpaid utility charges;
6. zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.
7. the reservations, limitations, provisos and conditions expressed in the original grant from the Crown. We have not made any enquiries or conducted any searches with respect to Crown Patents, unpatented mining claims or the existence of any native land claims;
8. any matter which would be revealed by any off title municipal, governmental or quasi-governmental enquiry that has not been conducted; and
9. any right of expropriation, access or use or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.

APPENDIX F

PPSA SEARCH

APPENDIX G

BANKRUPTCY SEARCH

HARRIS, SHEAFFER LLP.

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

November 26, 2015.

Barry Rotenberg
Direct Line: (416) 250-3699
E-mail: brotenberg@harris-sheaffer.com

Urbancorp Inc.
120 Lynn Williams Street, Suite 2A
Toronto, Ontario, ON M6K 3N6

File No.: 150105

Shimonov & Co.- Advocates
Rogovin Tidhar Tower, 23rd floor
11 Menachem Begin Road
Ramat Gan 52506, Israel
Attn: Israel Shimonov, Adv. Nir Cohen Sasson, Adv.
Ran Felder, Adv. Eyal Natanian, Adv. Maayan
Blumenfeld

Apex Issuances
Champion Tower
30 Sheshet Hayamim Street
Bnei Brak, Israel 5112303
Attn: Eliav Bar-David

Doron, Tikotzky, Kantor, Gutman, Cederboun & Co.
Law Office
12 Abba Hillel Silver Street
Ramat Gan. 5250606 Israel
Attn: Giora Gutman, Adv.

Dear Sirs:

RE: King Residential Inc. – Condominiums at The Bridge Condominium
38 Joe Shuster Way, Suites 102, 104, 105, 416, 710, 1418 and 1909, Toronto, Ontario

AND RE: CIBC Mortgages Inc. loans to King Residential Inc. in respect of the above noted
property

In our capacity as counsel for Urbancorp Inc. (“**Urbancorp**”) and King Residential Inc. (“**King**”), Urbancorp has requested that we provide this letter (“**Confirmation Letter**”) to Shimonov & Co-Advocates (“**Shimonov**”) in connection with Shimonov’s preparation (with Urbancorp) of a proposed initial public offering in Israel of non-convertible debentures (Series A) of Urbancorp.

■
BARRY ROTENBERG
■
GARY H. HARRIS
■
ROBERT D. SHEAFFER
■
PHILIP J. DRAPER
■
MARK F. FREEDMAN
(1981-2009)
■
JEFFREY P. SILVER
■
STEPHEN M. KARR

■
MARTIN P. HOUSER
■
MARK L. KAROLY
■
GAVIN H. BIRER
■
MICHAEL J. BAUM
■
ROGER M. VINAYAGALINGAM
■
ARI M. KATZ
■
RAZVAN L. NICOLAE
■
MANALI T. PRADHAN

THE PROPERTY

The subject property is legally described as follows:

- Unit 2, Level 1, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 4, Level 1, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 5, Level 1, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 16, Level 4, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 10, Level 7, Unit 199, Level D, Toronto Standard Condominium Plan No. 2302; City of Toronto;
- Unit 18, Level 14, Unit 97, Level C, Toronto Standard Condominium Plan No. 2302; City of Toronto; and
- Unit 9, Level 19, Unit 142, Level C, Toronto Standard Condominium Plan No. 2302; City of Toronto.

and is abstracted under PINs 76302-0002 (LT), 76302-0004 (LT), 76302-0005 (LT), 76302-0181 (LT), 76302-0262 (LT), 76302-1322 (LT), 76302-0473 (LT), 76302-1019 (LT), 76302-0596 (LT) and 76302-1064 (LT) (collectively, the "Property"). The Property was acquired by King by way of a Transfer registered on the 23rd day of January, 2014, as Instrument No. AT3504546 in the Land Registry Office for the Land Titles Division of Toronto (No. 80) ("LRO").

TITLE OPINION IN RESPECT OF THE PROPERTY

We have examined title to the Property in the LRO. We have not made any off title enquiries as to unregistered easements, utilities arrears, outstanding realty taxes, outstanding common expenses, condominium status certificate matters or other matters affecting the Property nor have we taken any steps to verify if the encumbrances registered on the title to the Property are in good standing. In addition, we have not obtained a statement in respect of any Charge registered on title confirming whether such Charge is in good standing and the amount currently outstanding thereunder. We therefore offer no opinion on the aforesaid matters.

We have also:

- (a) assumed the requisite legal capacity of all individuals, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as photostatic, notarial, facsimile, pdf or certified copies thereof;
- (b) relied on the accuracy, currency and completeness of the indices and filing systems maintained by public offices where we have searched or enquired or have caused searches or enquiries to be made and on such information and advice as provided to us by appropriate governmental, regulatory or other like authorities with respect to those matters referred to herein; and
- (c) considered such questions of law as we have deemed relevant, necessary or advisable for the purposes of giving this title opinion as hereinafter set out.

In addition, as we are only qualified to practice law in the Province of Ontario, our opinion speaks only to the Province of Ontario and the laws of Canada applicable therein.

Based upon and subject to the foregoing, we are of the opinion that as at November 6, 2015, King is the registered owner of the Property and has good and marketable title in fee simple to the Property subject to the following:

1. Instrument No. AT503402 registered on June 1, 2004 is an Agreement made between High Res Inc., Canadian National Railway Company and Greater Toronto Transit Authority.
2. Instrument No. AT694525 registered on December 23, 2004 is Transfer of Easement for noises and vibrations in favour of Greater Toronto Transit Authority and Canadian National Railway Company.
3. Instrument No. AT745415 registered March 2, 2005 is a Transfer of Easement in favour of Rogers Cable Communications Inc.
4. Instrument No. AT777131 registered on April 15, 2004 is an Amending Agreement relating to Instrument No. AT503402.
5. Instrument No. AT1173594 registered on June 21, 2006 is a Notice of Agreement entered into between High Res Inc., King West Village Sales Limited, King Towns Inc., New Towns at Kingtowns Inc., Canadian National Railway Company and the City of Toronto.
6. Instrument No. AT1291149 registered October 27, 2006 is a Shared Facilities Agreement entered into between High Res Inc., King Towns North Inc., Newtowns at Kingtowns Inc. and Toronto Standard Condominium Corporation No. 1800.
7. Instrument No. AT1354313 registered January 15, 2007 is a Transfer of Easement in favour of the City of Toronto.
8. Instrument No. AT1828759 registered July 9, 2008 is a Transfer of Easement in favour of Rogers Cable Communications Inc.
9. Instrument No. AT2158659 registered August 26, 2009 is a Section 45(9) Agreement entered into between High Res Inc., King West Village Sales Limited, King Towns Inc., New Towns at Kingtowns Inc., Urbancorp the Bridge Inc. and the City of Toronto.
10. Instrument No. AT2173210 registered on September 10, 2009 is a Site Plan Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
11. Instrument No. AT2903002 registered on December 21, 2011 is an Encroachment Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
12. Instrument No. AT3243863 registered on February 26, 2013 is an Amending Site Plan Agreement made between Urbancorp the Bridge Inc. and the City of Toronto.
13. Declaration and Description creating Toronto Standard Condominium Plan No. 2302 registered as Instrument No. AT3270699 on April 5, 2013.
14. Instrument No. AT3284851 registered on April 26, 2013 being a Notice of Security Interest in favour of Kareg Leasing Inc. (only on title to Unit 16, Level 4, TSCP No. 2302, being PIN 76302-0181(LT)).
15. By-law Number 1 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286224 on April 29, 2013.
16. By-law Number 2 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286225 on April 29, 2013.

17. By-law Number 3 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286226 on April 29, 2013.
 18. By-law Number 4 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286227 on April 29, 2013.
 19. By-law Number 5 of Toronto Standard Condominium Corporation No. 2302 registered as Instrument No. AT3286228 on April 29, 2013.
 20. Agreement between Urbancorp Renewable Power Inc. and Urbancorp The Bridge Inc. registered as Instrument No. AT3286229 on April 29, 2013.
 21. Shared Facilities Agreement between Urbancorp The Bridge Inc. and Fuzion Downtown Development Inc. registered as Instrument No. AT3286230 on April 29, 2013.
 22. Charges and General Assignment of Rents in favour of CIBC Mortgages Inc. as more particularly set out in this report.
 23. The general encumbrances more particularly set out in Appendix E hereto.
 24. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown.
 25. Any unregistered statutory claims, liens or levies.
 26. Any right of expropriation, access or user or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.
 27. The exceptions and qualifications as set out in the Land Titles Act.
 28. Any matters that would have been disclosed by an up-to-date survey.
- and
29. Any native land claims.

ADDITIONAL INFORMATION IN RESPECT OF THE PROPERTY

With respect to the information hereinafter set out about the loan documentation for the CIBC Mortgages Inc. loan we have provided brief summaries of the documents referred to herein. You have been provided with copies of the said documents for your independent review and you should satisfy yourself as to the contents contained therein.

MORTGAGES FROM CIBC MORTGAGES INC.

CHARGES

In accordance with multiple mortgage approvals dated February 12, 2014 issued to King, King granted a charge on each of the units comprising the Property in favour of CIBC Mortgages Inc. (the "Chargee") to secure the principal sums noted below. The particulars of the registered Charges are as follows; however, reference should be made to the mortgage approvals for the particulars of the loan transactions.

Suite 102

Chargor: King Residential Inc.
Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$165,750.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$710.44
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as
Instrument No. AT3522532 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 104

Chargor: King Residential Inc.
Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$182,000.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$780.09
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as
Instrument No. AT3522536 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 105

Chargor: King Residential Inc.
Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$159,250.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$682.58
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as Instrument No. AT3522538 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 416

Chargor: King Residential Inc.
Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$169,000.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$724.37
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as Instrument No. AT3522540 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 710

Chargor: King Residential Inc.

Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$169,000.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$724.37
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as Instrument No. AT3522542 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 1418

Chargor: King Residential Inc.
Chargee: CIBC Mortgages Inc.
Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5
Loan Amount: \$188,500.00
Interest Rate: 3.15%
Balance Due: February 18, 2017.
Payment Dates: 18th day monthly
Guarantor: Alan Saskin
Payment Amount: \$807.95
Registration Particulars: The Charge was registered on the 18th day of February, 2014, as Instrument No. AT3522544 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

Suite 1909

Chargor: King Residential Inc.

Chargee: CIBC Mortgages Inc.

Address of Chargee: P.O. Box 115, Commerce Court Postal Station
Toronto, Ontario M5L 1E5

Loan Amount: \$143,000.00

Interest Rate: 3.15%

Balance Due: February 18, 2017.

Payment Dates: 18th day monthly

Guarantor: Alan Saskin

Payment Amount: \$612.93

Registration Particulars: The Charge was registered on the 18th day of February, 2014, as Instrument No. AT3522546 in the LRO.

Standard Charge Terms No. 201201 are deemed to be included in this Charge.

ADDITIONAL SECURITY

1. Assignment of Rents

King executed in favour of the Chargee an assignment of rents and present and future leases relating to each of the units comprising the Property, notices of which were registered in the LRO as follows:

- Suite 102: Instrument No. AT3522533 registered on the 18th day of February, 2014.
- Suite 104: Instrument No. AT3522537 registered on the 18th day of February, 2014.
- Suite 105: Instrument No. AT3522539 registered on the 18th day of February, 2014.
- Suite 416: Instrument No. AT3522541 registered on the 18th day of February, 2014.
- Suite 710: Instrument No. AT3522543 registered on the 18th day of February, 2014.
- Suite 1418: Instrument No. AT3522545 registered on the 18th day of February, 2014.
- Suite 1909: Instrument No. AT3522547 registered on the 18th day of February, 2014.

2. Guarantee

Alan Saskin agreed to guarantee the obligations of King to the Chargee in connection with the Charges.

3. PPSA Registration

We refer you to the financing statement filed under the Personal Property Security Act (Ontario) (the "PPSA") as Registration No. 20140218 1446 1862 5661, Reference No. 693843624. The filing of the financing statement perfects the security interest granted to the Chargee with respect to the property used in connection with or situate at or arising from the ownership, development, use or disposition of the lands known as 38 Joe Shuster Way, Suites 102, 104, 105, 416, 710, 1418 and 1909, and the proceeds thereof.

DECLARATION OF TRUST

Based solely upon our review of the Officer Certificate of Alan Saskin dated November 6, 2015 and the Declaration of Trust, TCC/Urbancorp (Bay) Limited Partnership is the beneficial owner of the Property and its general partner is Deaja Partner (Bay) Inc.

We direct you to the above-mentioned documents, copies of which are enclosed herewith, for more information with respect to same.

EFFECTIVE DATE

This opinion is solely with respect to information and matters as they existed on November 6th, 2015.

ENCLOSURES

We enclose herewith copies of the following:

LOAN FROM CIBC MORTGAGES INC.

1. Charge registered as Instrument No. AT3522532 with respect to Suite 102.
2. Charge registered as Instrument No. AT3522536 with respect to Suite 104.
3. Charge registered as Instrument No. AT3522538 with respect to Suite 105.
4. Charge registered as Instrument No. AT3522540 with respect to Suite 416.
5. Charge registered as Instrument No. AT3522542 with respect to Suite 710.
6. Charge registered as Instrument No. AT3522544 with respect to Suite 1418.
7. Charge registered as Instrument No. AT3522546 with respect to Suite 1909.
8. Standard Charge Terms 201201.

ATTACHMENTS

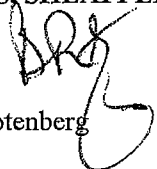
Attached hereto are copies of the following:

1. Appendix A – Certificate of Status
2. Appendix B – Execution Certificates
3. Appendix C – Declaration of Trust
4. Appendix D – PINs for the Property
5. Appendix E – General Encumbrances
6. Appendix F – PPSA Search
7. Appendix G – Bankruptcy Search

This Confirmation Letter has been furnished to you at your request, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to anyone without our prior written consent. Moreover, this Confirmation Letter is rendered solely for your information and assistance in connection with your preparation of the public offering and may not be relied upon by any other person or for any other purpose without our prior written consent.

Yours very truly,

HARRIS, SHEAFFER LLP


Barry Rotenberg

BR:cm
Enclosures

APPENDIX A

CERTIFICATE OF STATUS

King Residential Inc.
Deaja Partner (Bay) Inc.

APPENDIX B**EXECUTION CERTIFICATES**

King Residential Inc.
TCC/Urbancorp (Bay) Limited Partnership
Deaja Partner (Bay) Inc.

APPENDIX C

DECLARATION OF TRUST

APPENDIX D

PINS

APPENDIX E

GENERAL ENCUMBRANCES

1. any title defect, encroachment or breach of a zoning of a building by-law or any other applicable law, by-law or regulation arising or occurring which may be disclosed by an up-to-date survey which would have not otherwise been disclosed by an examination of title to the Property;
2. all applicable zoning and building by-laws and regulations may by any governmental authority or its predecessors, and nay active permits, active permit applications, notices or violation and active matter if investigation which would have been disclosed by responses to the various off-title searches and public, municipal governmental and quasi-governmental enquiries which would be customary or advisable in delivering the opinion but which were not conducted for the purposes hereof;
3. any unregistered statutory claims, liens, easements, right-of-way, irregularities, encroachments, leases, restrictions, charges or other unregistered interest not disclosed by registered title;
4. the exceptions and qualifications set forth in Section 44 (1) of the *Land Titles Act (Ontario)* R.S.O. 1990 as amended;
5. liens for unpaid utility charges;
6. zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities.
7. the reservations, limitations, provisos and conditions expressed in the original grant from the Crown. We have not made any enquiries or conducted any searches with respect to Crown Patents, unpatented mining claims or the existence of any native land claims;
8. any matter which would be revealed by any off title municipal, governmental or quasi-governmental enquiry that has not been conducted; and
9. any right of expropriation, access or use or any other rights conferred or reserved or vested by or under any statute of Canada or Ontario.

APPENDIX F

PPSA SEARCH

APPENDIX G

BANKRUPTCY SEARCH

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE

4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5

TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

MEMORANDUM

To: RAN

From: Barry Rotenberg

Subject: Urbancorp

File/Matter No.: 150105

Date: November 26, 2015

With respect to your comfort letter checklist we wish to responds to same in the order of your questions:

Kingsclub Development Inc.

1. I have answered this by email. The loan amount is \$225,000. The Charge is in the face amount of \$300,000 to allow for potential changes without re-registering the Charge.
2. The Credit Agreement provides for a maturity date of February 18th, 2018. The loan is on demand to satisfy specific rules by which the Bank's operate.
3. We have corrected our confirmation letter.
4. Our recollection of the Agreement is that it was capped at a percentage of budgeted construction costs.
5. We believe the Development Agreement could have been amended. We have a draft of the amendment to the Development Agreement dated August 2015. We have no knowledge of whether or not the amendment was signed or any knowledge whether the Construction Management Agreement was amended. We have, accordingly, amended the confirmation letter to delete reference to fees. It is not really within the scope of our retainer to opine to these matters.
6. With respect to the attachments, you will recall that we were getting bounce backs from you. We have scanned the attachments to the dropbox.

Fuzion Downtown Development Inc.

■
BARRY ROTENBERG
■
GARY H. HARRIS
■
ROBERT D. SHEAFFER
■
PHILIP J. DRAPER
■
MARK E. FREEDMAN
(1981-2009)
■
JEFFREY P. SILVER
■
STEPHEN M. KAUF

■
MARTIN P. HOUSER
■
MARK L. KARCOY
■
GAVIN H. BREER
■
MICHAEL J. BAUM
■
ROGER M. VENAYACALINGAM
■
ARI M. KATZ
■
RAZVAN L. NICOLEE
■
MANALI T. PRADHAN

1. The Project is finished. There are no more fees that we are aware of. It really should not be in a title opinion.
2. We understand from Christine that there is no amount owing on the mortgages, save and except for \$2,615,000 for the land acquisition loan, which is also secured on Kingsclub.
3. There are rights. We are not opining on that. We are getting you the consent. In our opinion there is no need to revise the letter.

King Residential Part I and II

1. We have amended the letter to satisfy you.
2. We have amended Alan's Certificate to show that the TD Bank is on Units 201, 202, etc. and CIBC is on 102, 104, etc.
3. We have no idea whether or not there is a Management Agreement dated January 1st, 2014.
4. We have removed the restriction. We have looked at the Standard Charge Terms of the Banks and no consent is required.

We do not know where it states there is a member transfer restriction in Alan's certificate. However, we do not believe there is one.

King Residential Part III

1. We do not have a Part III, but we do have it for \$1,176,500 for suites with CIBC Mortgage.
2. As we stated above there is no member transfer restriction.

Urbancorp (St. Clair Village) Inc.

1. There is no question in your memo. However, we would state that even if there is no restriction on the transfer of shares, the change in beneficial ownership would allow the mortgagee's to call their loans. We are obtaining the consents we believe are required and have amended Alan's Certificate.
2. We have amended Schedule 9 of Alan's Certificate to reflect the mortgage amount.
3. Yes, there is a guarantee of Alan Saskin on the Additional Payment Agreement.

Urbancorp 60 St. Clair Inc.

1. We are only quoting the Co-Owner's Agreement. If Urbancorp had the property rezoned for less than 148 units then those are the facts. We are not certifying that it was zoned for 148 units.
2. The same holds true for the retail. The original Co-Owners Agreement expected there to be 15,000 square feet of retail.
3. We have sent you the revised Trust Agreement showing 40%.
4. The pledge of shares may or may not affect the transfer of rights. The Co-Owners Agreement provides for approval to a change of ownership. We have applied for consent and expect to receive same.

The letter does refer to 840 St. Clair West. Please see the reference line.

Edge on Triangle Park Inc.

1. I am sorry I cannot define it as you have defined it. I really have no idea what it is. They are units in a condominium. I think we have clarified it in the reference line. They are not all retail and office, some are purely residential and remain registered in the name of Edge on Triangle Park Inc.
2. There is no loan outstanding. The mortgage stands as security for the guarantees that Aviva has provided to Tarion and refers to what we have referred to you previously as the "retention amount".
3. There is no mortgage outstanding to Terra Firma Capital Corporation on the Edge on Triangle Park units. The only mortgage to Terra Firma Capital Corporation is on Edge Residential Inc. There is a mortgage to Urbancorp Equity that we have left on some of the suites as security. The lien for EXP that was on title has now been discharged as as of today have any other registered liens.

We have amended Schedule 9 to delete the reference to Terra Firma Capital Corporation.

4. Please review the Certificate. We refer to Bosvest who owns the interest it holds on behalf of TCC/Urbancorp (Bay/Stadium) Limited Partnership whose trustee is Edge on Triangle Park Inc.
5. We were at one point going to change the trustee to King West Village North Inc. To the best of our knowledge we did not do it. I do not recall any documentation that shows any interest of King West Village North Inc.
6. I do not know what Loan Agreement you are referring to. There is no loan outstanding.
7. Urbancorp Equity Inc. as referred to above is owned by Urbancorp and a mortgage was placed on the property in the name of Urbancorp Equity to secure the equity in the Project. Alan could discharge at any time he want to. It provides a cushion against third parties.

We would also advise that the Condominium Corporation lien referred to in Alan's Certificate has been discharged and the Speedy Electric lien was discharge last week and the Lido Construction lien was discharged today.

Edge Residential

1. It is not defined as 54 residential units as there are not 54 residential units. Some of the units have been disposed of since you started your prospectus. I am sure that all if not most of the units disposed of should be reflected in the third quarter financial statements.
2. It is not for us to tell you how the Terra Firma loan relates to Edge Residential. It is our responsibility to report to you that it does.
3. There is no loan outstanding. Our understanding is that \$3,000,000 is for the Edge property and \$700,000 possibly with respect to the Edge Property and the balance for other projects.
4. Look at Schedule 8 where Alan refers to his guarantee. If it is not in the Chapter and you think it should be then include it.
5. We have added Bosvest to Alan's Certificate.

Urbancorp Partner (King South) Inc.

1. Yes there is a pledge of shares of the nominee and third party approval is required as set out in Schedule 2 of Alan's Certificate. I am not sure where the pledge of shares would fit in Alan's Certificate.
2. Once the consent is obtained, I am sure First Capital will consider amending the ownership of the shares that are pledged but that may not necessarily change the fact that the shares are pledged.
3. Yes Alan has guaranteed it for \$6,950,125. The same amount referred to in Edge Residential.
4. We have amended the comfort letter to \$4,105,000. We have amended Alan's Certificate to \$4,105,000. The draft is correct, the mortgage amending agreement is not correct and we have written several times to have it amended but it has not been done yet.
5. I am sure there is a draft Marketing and Development Agreement and I do not really think we should get into opining on this as this is not really a title issue. If Urbancorp produced copies then you have copies.

Urbancorp (Lawrence) Inc.

1. We have added this property to Alan's Certificate.
2. The work has not been done. So as far as we know, no permit is required at this time.

3. The interest rate is the greater of prime plus 7% or 10% but the "pay" rate on the loan is the greater of prime plus 4% or 7% per annum. I believe that the differential in amounts is accrued and unpaid deferred interest.
4. Please see paragraph 9 of the new Certificate of Alan.

Urbancorp (Mallow) Inc.

1. We have now included this in the Certificate of Alan.
2. The City is currently holding security for the cost of the work required pursuant to the Agreement with the City in the amount of \$300,000. The owner is required to pay any costs in excess of \$300,000.
3. There is no guarantee from Alan with respect to the Agreement with the City.

Urbancorp Residential Inc.

1. We have amended the comfort letters to show which one is Westside and which one is Curve.
2. The total mortgages registered on title are \$1,665,967.82 for CIBC. The comfort letter does not say \$1,447,717 for Westside.
3. The Certificate that we have in front of us states mortgages in the amount of \$1,700,000 and \$1,665,967.82 to TD and CIBC.

Edge Geothermal – 228 Queen's Quay

1. We have removed the reference to Terra Firma Capital as there is no mortgage registered against this property.

Bridge Geothermal

1. I think that we discussed in our confirmation letter. You may want to get more information from David. It is a portion of the geothermal field for the geothermal system as leased by Vestaco from King Towns North Inc.

Curve Geothermal

1. It is not to be referred to in a title opinion. Berkow Cohen LLP may not be aware of it and I am not sure it should be defined as "pending litigation". I think you should discuss it with David Mandell.

Urbancorp Inc.

1. Please review the dropbox to see if you are missing anything from Urbancorp Inc.

The Certificates of Status and bankruptcy certificates were included with the comfort letters and are also in the dropbox.

We have amended Alan's Certificate for Edge Residential, Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc. to show that mortgagee's consents to changes in beneficial ownership are required.

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

November 28, 2015

Direct Line: (416) 250-3699
E-mail: brotenberg@harris-sheaffer.com
Assistant: Cheryl Moore
Direct Line: (416) 250-3699
E-mail: cmoore@harris-sheaffer.com
File No.: 150105

Shimonov & Co.- Advocates
Rogovin Tidhar Tower, 23rd floor
11 Menachem Begin Road
Ramat Gan 52506, Israel
Attention: Ran Felder

RE: Urbancorp
Debenture Issue

Further to your email of Thursday, November 26th, 2015 and our conference call of Friday morning, we wish to respond as follows:

1. With respect to your question on the comfort letters that we provided again on November 26th, 2015, with respect to the fees due on the Kingsclub Construction and Marketing Agreements, we cannot provide an opinion on the fees due for construction management as they are a percentage of "hard costs". In addition, we should not be opining on these agreements in what is essentially a comfort letter for title.
2. With respect to the attachments for Kingsclub, we have placed them in the dropbox as of late November 25th, 2015 or early November 26th, 2015. They were sent to you on November 6th, 2015, but they appear to have bounced back as being too large for your computer.
3. With respect to King Residential we have reviewed the Management Agreement that you provide to us which we did not have on November 6th, 2015.

Schedule 1 of Alan's Certificate for King Residential should be amended to reflect that there is a Management Agreement between King Residential Inc. and Urbancorp Toronto Management Inc.

4. (a) With respect to Edge on Triangle Park we attach a revised Schedule for Allan's Officers Certificate deleting in Schedule 8 any reference to a Terra Firma Capital Mortgage.
(b) I think we have settled that you will remove reference to King West Village North Limited from the Chapter 7 Chart.
5. We will be discharging any remaining mortgages to Urbancorp Equity Inc., so you may deem our comfort letter amended as the date hereof by deleting any reference to Urbancorp Equity Inc.
6. Based upon the letter from Terra Firma Capital Corporation dated, November 25th, 2015 you may revise the terms of our comfort letters and the schedules of Alan Saskin that were included in his

■
BARRY ROTENBERG
■
GARY H. HARRIS
■
ROBERT D. SHEAFFER
■
PHILIP J. DRAPER
■
MARK F. FREEDMAN
(1981-2009)
■
JEFFREY P. SILVER
■
STEPHEN M. KARR


■
MARTIN P. HOUSER
■
MARK L. KAROLY
■
GAVIN H. BIRER
■
MICHAEL J. BAUM
■
ROGER M. VINAYAGALINGAM
■
ARI M. KATZ
■
RAZVAN L. NICOLAE
■
MANALI T. PRADHAN

Officers Certificate on the basis that there was no cross collateralization of the loan registered on Edge Residential with respect to the Epic Project and/or the Leslieville Project.

7. With respect to Edge Residential, the guarantors of the Terra Firma Capital loan remain Alan Saskin and Urbancorp Toronto Management Inc. I believe Alan's Certificate shows the guarantees which are joint and several for the full amount of the loan.
8. Edge Residential has existed since approximately early July and has been in our draft comfort letters ever since. There are residential units remaining in the name of Edge on Triangle Park Inc. as well as units in the name of Edge Residential.
9. There is a Development Marketing and Sales Agreement and a Construction Management Agreement for 1071 King Street West but since our letters are, generally speaking, title comfort letters, we are not sure that reference to these Agreements has any place in our letter.
10. With respect to Urbancorp Partner (South) Inc. and 1071 King Street West, the maturity date of the \$2,000,000 loan has been extended to January 15th, 2016.
11. On Westside, there are two units with no mortgage. In addition, there are 7 units with mortgages on them from Toronto Dominion Bank. They total on their face, \$1,665,967.81. We do not know the amount outstanding as of today. We do not know if the total of \$1,665,967.81 was fully advanced. They are all guaranteed by Alan Saskin.
12. With respect to the consents required from Lenders and Co-Owners, we have all of the consents required, save and except for three which are all First Capital related entities. As you are aware, First Capital has been supporting Urbancorp's attempt to complete the issuance of unsecured debentures in Israel and that Alan had received their advice throughout and that they encouraged the transaction. Accordingly, the fact that we have not received their consent in writing appears to reflect only the failure of somebody at First Capital to provide us with the written response confirming the consent or, in other words for these three consents not yet received, we are confident they will be received in the next few days.
13. With respect to Downsview, I have had a telephone conversation with a representative of Mattamy who will be provided us with the written confirmation this weekend that the November 15th, 2015 maturity date of the \$4,500,000 will be extended to December 21st, 2015.

Yours very truly,

HARRIS, SHEAFFER LLP


Barry Rotenberg
BR:cm

M:\15150105\comfort letters november 2015\ram letter.docx

Schedule 1**Edge on Triangle Park Inc.****Property Owner and Urbancorp Entities****Managers/Officers**

Entity	Manager	Officers
Edge on Triangle Park Inc.	Alan Saskin	Alan Saskin

Schedule 2**Property Owner and Urbancorp individuals Entity Non-Affiliate Control Rights**

Entity	Saskin Management Authority	Third Party Approval Rights
Bosvest Inc.	Complete	None
Edge on Triangle Park Inc.	Complete	None

Schedule 3**Property Owner and Urbancorp individuals Entity Member Transfer Restrictions**

Entity	Required Other Owner Consents/Notices	Right of First Offer	Buy/Sell Provisions

Bosvest Inc.	No	No	None
Edge on Triangle Park Inc.	No	No	None

Schedule 4

Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	Pending Litigation
Edge on Triangle Park Inc.	Condo Corporation for arrears for common expenses – to be paid shortly Speedy Electric Lien for payments due – This matter has been settled EXP lien for work done Lido Construction lien for payments due – This matter has been settled

Schedule 5

Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Organization Document Default	Statutory Default	Contractual Default

Edge on Triangle Park Inc.	None	HST Due	Lido EXP Speedy
-----------------------------------	-------------	----------------	--

Schedule 6

Property Owner and Urbancorp individuals Entity Material Assets

Entity	Assets
Property Owner	Project
Edge on Triangle Park Inc.	Edge Condominium Commercial Office Space, Residential rental units

Schedule 7

**Urbancorp individuals Entity
Beneficial Ownership Interests**

Urbancorp Entity	Capital Percentage	Other
TCC/Urbancorp (Bay/Stadium) Limited Partnership	100%	None

Schedule 8**Urbancorp individuals Entity Guarantees**

Entity	Guarantees by Urbancorp individuals Entity of Obligations of Other Person	Guarantees of Urbancorp individuals Entity Obligations by Other Person

Schedule 9**Mortgage and Debt**

None

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

December 8, 2015

Direct Line: (416) 250-3699
E-mail: brotenberg@harris-sheaffer.com
Assistant: Cheryl Moore
Direct Line: (416) 250-3699
E-mail: cmoore@harris-sheaffer.com
File No.: 150105

Shimonov & Co.- Advocates
Rogovin Tidhar Tower, 23rd floor
11 Menachem Begin Road
Ramat Gan 52506, Israel
Attn: Israel Shimonov, Adv. Nir
Cohen Sasson, Adv. Ran Felder,
Adv. Eyal Natanian, Adv. Maayan
Blumenfeld

Apex Issuances
Champion Tower
30 Sheshet Hayamim Street
Bnei Brak, Israel 5112303
Attn: Eliav Bar-David

Doron, Tikotzky, Kantor, Gutman, Cederboun & Co.
Law Office
12 Abba Hillel Silver Street
Ramat Gan, 5250606 Israel
Attn: Giora Gutman, Adv

Urbancorp Inc.
120 Lynn Williams Street
Suite 2A
Toronto, Ontario.
M6K 3N6

Dear Sirs:

RE: Urbancorp Inc.

As you are aware we have acted as counsel to Urbancorp Inc. (the "Company"), et al. in connection with a bond offering made by the Company on the Tel Aviv Stock Exchange in or about December 7, 2015 (the "Bond Offering"). This letter is furnished to you at your request to confirm that status of the assets (the "Assets") as further described in the opinion letters of Harris, Sheaffer LLP dated November 26, 2015 as clarified in our letter of November 28th, 2015 to Ran Felder (the "Asset Opinion Letters").

■
BARRY ROTENBERG

■
GARY H. HARRIS

■
ROBERT D. SHEAFFER

■
PHILIP J. DRAPER

■
MARK F. FREEDMAN
(1981-2009)

■
JEFFREY P. SILVER

■
STEPHEN M. KARR

■
MARTIN P. HOUSER

■
MARK L. KAROLY

■
GAVIN H. BIRER

■
MICHAEL J. BAUM

■
ROGER M. VINAYAGALINGAM

■
ARI M. KATZ

■
RAZVAN L. NICOLAE

■
MANALI T. PRADHAN

Based upon and relying upon the following we confirm that the Asset Opinion Letters continue to accurately describe all of the Assets, save and except as follows:

1. Since November 6th, 2015, various condominium units at the projects commonly referred to "Edge on Triangle Park", "Westside Gallery Lofts" and "King Residential" have been either:
 - (a) sold and transferred to arm's length purchasers;
 - (b) transferred to trades who provided services to the Assets (the "Trades"), in exchange for a reduction of an agreed upon value in accounts payable;
 - (c) been given as collateral security for obligations of Edge on Triangle Park Inc.;


The subject matter of this letter is based upon documentation received by us from either the Company and/or the Trades and a statutory declaration of Alan Saskin dated December 8th, 2015 (the "Statutory Declaration").

In providing this letter we have not undertaken any independent investigation to determine the truth, accuracy, correctness or completeness of the information contained in any of the letters or documents received by us from the Trades. We have assume the legal competency of all signatures to each or the letters or documents from the Trades, the genuineness of all signatures, the completeness and authenticity of all the letters or documents from the Trades submitted to us, the completeness and authenticity of all letter or documents submitted to us from the Trades and the truthfulness of the Statutory Declaration.

In addition, to the best of our knowledge, there has been no change in the corporate status of Urbancorp Inc. since November 26th, 2015, including changes in Directors, amendments to By-Laws, share capital or Articles of Incorporation.

Yours very truly,

HARRIS, SHEAFFER LLP


Barry Rotenberg
BR:cm

Appendix “A”

Levine, Sherkin, Boussidan

B A R R I S T E R S

*LARRY J. LEVINE, Q.C.

KEVIN D. SHERKIN

CARMINE SCALZI

RYAN WOZNAK

JASON GOTTLIEB

JEREMY K. SACKS

MITCHELL WINE

LIZZIE BARRASS

A Professional Corporation

Jeremy Sacks – Ext. 119
jeremy@lsblaw.com

October 21, 2016

LETTER SENT VIA EMAIL & COURIER

KSV KOFMAN INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9
Attention: Noah Goldstein

Dear Mr. Goldstein:

RE: CCAA Proceedings
Court File No. CV-16-11389-00CL
Our File No.: 5204-001

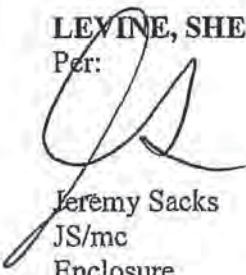
Please be advised that we are counsel for Speedy Electrical Contractors Ltd. and we are submitting our client's Proof of Claims against the CCAA Entities and their Officers and Directors, which are enclosed herein. A hardcopy of same will follow by courier.

If you have any questions, please feel free to contact me.

Yours very truly,

LEVINE, SHERKIN, BOUSSIDAN

Per:


Jeremy Sacks

JS/mc

Enclosure

c. client

Robin B. Schwill of Davies Ward Phillips & Vineberg LLP – counsel for the Monitor

Court File No.: CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
UNBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (Collectively the
"Applicants") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

**PROOF OF CLAIM OF SPEEDY ELECTRICAL CONTRACTORS LTD.
AGAINST THE CCAA ENTITIES**

October 19, 2016

LEVINE SHERKIN BOUSSIDAN
Barristers
23 Lesmill Road., Suite 300
Toronto ON M3B 3P6

KEVIN D. SHERKIN – LSUC#27099B
Email: kevin@lsblaw.com
JEREMY SACKS – LSUC#62361R
Email: Jeremy@lsblaw.com

Tel: 416-224-2400
Fax: 416-224-2408

Lawyers for Speedy Electrical Contractors Ltd.

TO: KSV KOFMAN INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

NOAH GOLDSTEIN
Email: ngoldstein@ksvadvisory.com
Fax: 416-932-62266

Index

Court File No.: CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
UNBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URNBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (Collectively the
"Applicants") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

INDEX

Tab Document

1. Proof of Claim Form
- A. Speedy cheque in the amount of \$1,000,000.00 payable to Alan Saskin
- B. Promissory note dated September 23, 2014
- C. Debt Extension Agreement dated November 15, 2015

Tab 1

SCHEDULE "T"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE CCAA ENTITIES¹**

1. Name of CCAA Entity or Entities (the "Debtor"):

Debtor: King Residential Inc.

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant Speedy Electrical Contractors Ltd.

Name of Contact Jeremy Sacks

Address 40 Levee Shelden Bannside

Title Lawyer

23 Lesmill Rd., Suite 300

Phone # 416 224 2400

Fax # 416 224 2408

City Toronto Prov /State ON

email jeremy@lsblaw.com

Postal/Zip Code M3B 3P6

2(b) Assignee, if claim has been assigned

Legal Name of Assignee _____

Name of Contact _____

Address _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email: _____

Postal/Zip Code _____

¹ Urbancorp Toronto Management Inc., Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc., Urbancorp Power Holdings Inc., Vestaco Homes Inc., Vestaco Investments Inc., 228 Queen's Quay West Limited, Urbancorp Cumberland 1 LP, Urbancorp Cumberland 1 GP Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc., Urbancorp Residential Inc., Urbancorp Realtyco Inc. (collectively, the "CCAA Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim	Unsecured Claim	Secured Claim
Canadian	\$2,323,638.54	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation See attached Schedule "A"

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: <u>[Signature]</u>	Witness: <u>[Signature]</u>
Name: <u>Jeremy Sacks</u>	(signature) <u>Michelle Cruz</u>
Title: <u>Lawyer</u>	(print)

Dated at Toronto this 17th day of October, 2016

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on October 21, 2016 (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

KSV Kofman Inc.
 150 King Street West
 Suite 2308
 Toronto, ON M5H 1J9

- 3 -

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

Schedule A

SCHEDULE "A"

OVERVIEW

1. Speedy Electrical Contractors Limited (hereinafter referred to as "Speedy"), is a company incorporated pursuant to the laws of the Province of Ontario, and supplies and installs, *inter alia*, electrical contracting work.

2. King Residential Inc. has guaranteed certain debts owing to Speedy, as follows:
 - a. A loan to Alan Saskin in the principal amount of \$1,000,000, and bearing interest at the rate of 12.5% since September 23, 2014.
 - b. An outstanding account owing to Speedy for electrical services supplied to the Urbancorp project at 38 Lisgar Street in Toronto, known as the Edge Project.

King Residential Inc. provides a Guarantee and Mortgage

3. On September 22, 2014, Speedy loaned Alan Saskin the sum of \$1,000,000 pursuant to a promissory note (the "Promissory Note"). The Promissory Note included interest at the rate of 12.5% per annum, compounded annually, and had a maturity date of September 23, 2015. The Promissory Note also provided for payment of costs on a solicitor client scale for any collection proceedings. Attached hereto at **Tab "A"** is a copy of the cheque payable to Alan Saskin. Attached hereto at **Tab "B"** is a copy of the Promissory Note.

4. Speedy also has an outstanding account in the amount of \$1,038,911.44 for electrical services it supplied to Edge on Triangle Park Inc. with respect to the Edge Project, as

stated above. on September 30, 2015, Speedy registered a construction lien on the Edge Project for the outstanding account (registered as Instrument AT4024509 at the Toronto Land Registry Office).

5. On or around November 14, 2015, Speedy, Alan Saskin, Edge on Triangle Park Inc. and King Residential Inc. entered into a "Debt Extension Agreement", which included the following (the Agreement is attached hereto at **Tab "C"**):
 - a. Speedy extended the term the Promissory Note to January 30, 2016;
 - b. Speedy agreed to discharge the construction lien registered against the Edge Project;
 - c. King Residential Inc. agreed to guarantee the amounts outstanding to Speedy as principal debtor, which included the loan to Mr. Saskin, and accumulated interest, and the amount outstanding with respect to the Edge Project;
 - d. King Residential Inc. provided Speedy with a collateral mortgage, securing the amount of \$2,400,000, a copy of which is attached as Schedule "B" to the "Debt Extension Agreement".

Amount Outstanding on the Promissory Note

6. The amount outstanding on the Promissory Note is calculated as follows:

Principal:	\$1,000,000
Interest from September 23, 2014 to September 22, 2015 (12.5%)	<u>\$125,000</u>
Balance as of September 22, 2015	\$1,125,000

Interest from September 23, 2015 to September 22, 2016 (12.5%)	<u>\$140.625</u>
Balance as of September 22, 2016	\$1,265,625
Interest as of September 23, 2016 to October 14, 2016 (12.5%)	<u>\$9,102.10</u>
Balance as of October 14, 2016	\$1,274,727.10

7. The per diem interest on the Promissory Note is \$433.43. Legal fees on account of collection are \$10,000.

SUMMARY

8. Based on the guarantees provided by King Residential Inc., the total amount owing by King Residential Inc. as of October 14, 2016, is the following:

Promissory Note	\$1,274,727.10
Solicitor-client costs	\$10,000
Edge Project	<u>\$1,038,911.44</u>
TOTAL	\$2,323,638.54 (plus per diem interest of \$433.43)

Tab A

Speedy
 Canadian Imperial Bank of Commerce
 2840 Finch Avenue West
 North York, Ontario M9M 2C7

CHEQUE NUMBER 78452

DATE 09 22 2014
 M M D D Y Y Y Y

/DOLLARS \$1,000,000.00


ELECTRICAL CONTRACTORS LIMITED
 114A Cassiar Ave., Woodbine, Ontario L4L 5Y9
 Tel: 905-267-2344 Fax: 905-864-1158

PAY ONE MILLION DOLLARS

TO THE ORDER OF ALAN SASKIN
 TORONTO ON
 Canada

SPEEDY ELECTRICAL CONTRACTORS LIMITED

PER _____ AUTHORIZED SIGNATURE



LOAN ⑆078452⑆ ⑆04322010⑆ 88005815⑆

SPEEDY ELECTRICAL CONTRACTORS LIMITED

* DETAILS *

22-Sep-14 Vendor No. ALAN SASKIN

CHEQUE # 00078452

22-Sep-14 0000281049 Invoice

0000078452

\$1,000,000.00

Cheque Total: \$1,000,000.00

Tab B

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth.

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand, default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

- (e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that, at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

Witness: _____

Alan Saskin _____

Tab C

SPEEDY ELECTRICAL CONTRACTORS INC. ("SPEEDY")

- and -

**EDGE OF TRIANGLE PARK INC. ("EDGE"), ALAN SASKIN ("ALAN") and KING
RESIDENTIAL INC. ("KING")**

DEBT EXTENSION AGREEMENT

WHEREAS Edge owes Speedy certain amounts from its construction on the Edge Condominium project to Speedy.

AND WHEREAS Saskin owes Speedy certain funds under a Promissory Note ("Note") dated September 23, 2014 that is now due.

AND WHEREAS King is agreeing to provide a limited guarantee and security in consideration for the extension of the amounts presently due to Speedy by Edge and Saskin.

AND WHEREAS Saskin is the principal and sole officer and director of King.

AND WHEREAS as at September 23, 2015, Saskin owed Speedy \$1,125,000.00 with interest running at 12.5 % annually and Edge owes Speedy \$1,038,911.44.

THE PARTIES agree as follows:

1. Speedy and Saskin agree to extend the term of the Note until January 30, 2016 at the same rate as set out therein attached as Schedule "A" hereto.

Page 2 of 4

2. The other terms of the existing promissory Note dated September 23, 2014 continue.
3. Edge confirms it owes Speedy \$1,038,911.44 and Speedy has registered a lien registered as AT4024509 in the Toronto Registry office on September 30, 2015 and at the time of signature of this agreement and registration of the mortgage contemplated herein Speedy will discharge its lien.
4. In consideration to the extension of the Note in paragraph 1 and the discharge of the lien, and the payment of the sum of \$2.00, King hereby agrees to guarantee the amounts outstanding to Speedy by Edge and Saskin set out herein as principal debtor and not as surety, and agrees to provide a collateral mortgage attached as Schedule "B" herefo to provide security for such guarantee. The guarantee of King shall be strictly limited to the collateral mortgage as well as the cost of collection on the said mortgage. Should the funds in paragraphs 1 and 3 not be repaid by January 30, 2016, Speedy will be at liberty to collect on the guarantee and enforce the mortgage in addition to its rights against the other parties herein. In the event of default, all costs of collections shall be on a solicitor and own client basis and borne by Edge, Saskin and King. Following a default, the blended amounts outstanding with interest as set out in paragraphs 1 and 3, shall bear interest at 6% as set out in the mortgage.
5. Nothing in this agreement hereby modifies or changes the existing indebtedness of the parties to one another and the removal of the lien is in no way an acknowledgment that the funds are

not owed by Edge or Saskin.

- 6. King agrees to provide evidence showing that there are no common element arrears of the units listed on Schedule B or pay such arrears on closing and confirms the taxes on the units are up to date.
- 7. King agrees it will obtain a discharge or postponement prior to the registration of the mortgage contemplated herein of the Travelers Guarantee Company of Canada mortgage registered as Instrument No. AT1587699 on the units being provided under the mortgage.
- 8. Edge, Saskin and King, agree to pay 50% of Speedy's Reasonable legal costs in regard to the within Debt Extension Agreement, mortgage contemplated herein and lien, such fee not to exceed \$5,000.00, plus disbursements and HST.

Dated this _____ day of _____, 2015

Witness

SPEDY ELECTRICAL CONTRACTORS INC.

Dated this 15 day of NOVEMBER, 2015


Witness



EDGE OF TRIANGLE PARK INC.

Dated this 1st day of NOVEMBER, 2015

Witness  _____



ALAN SASKA

Dated this 1st day of NOVEMBER, 2015

Witness _____



KING RESIDENTIAL INC.

Schedule "A"

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth:

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand, default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

- (e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that, at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

Witness: _____


Alan Sashin _____

SPEEDY
ELECTRICAL CONTRACTORS LIMITED
134 Casper Ave. Woodbridge, Ontario L4L 6P9
Tel: (905) 226-2214 Fax: (905) 226-1168

Canadian Imperial Bank of Commerce
2540 Finch Avenue West
North York, Ontario M8N 2G7

CHEQUE NUMBER: 78452
DATE: 09.22.2014
MM DD YYYY

PAY TO THE ORDER OF: ALAN SASKIN
TORONTO ON
Canada

PER: 
AUTHORIZED SIGNATURE

AMOUNT IN FIGURES: \$1,000,000.00
DOLLARS

ONE MILLION DOLLARS

SPEEDY ELECTRICAL CONTRACTORS LIMITED

LOAN #078452 #0432210101 B6M05815P

SPEEDY ELECTRICAL CONTRACTORS LIMITED

22-Sep-14 Vendor No. ALAN SASKIN

22-Sep-14 0000281049 Invoice

* DETAILS *

CHEQUE # 00078452

0000078452

\$1,000,000.00

Cheque Total: \$1,000,000.00

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kevin David Sheridan
(insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
(insert firm name)

RE: _____ (the transaction)
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, in the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgement and Direction, I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) attached below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per: [Signature]
Alan Baskin, President

I have the authority to bind the Corporation

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kevin David Sherkin
(insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
(insert firm name)

RE: _____ (the transaction)
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein, I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per:
Alan Saskin, President
I have the authority to bind the Corporation

LRO # 80 Charge/Mortgage.

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 4

Properties

<i>PIN</i>	76302 - 0002 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0004 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0005 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0008 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0010 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0181 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0262 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 10, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0341 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0449 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 23, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0473 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 18, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0477 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 22, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2016 10 23 at 14:28

This document has not been submitted and may be incomplete.

yyyy mm dd Page 2 of 4

Properties

<i>PIN</i>	78302 - 0478 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 23, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0598 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 9, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0752 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 28, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0763 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 29, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0764 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 30, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0765 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 31, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0756 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 32, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0757 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 33, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0758 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 34, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0759 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 35, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	78302 - 0760 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
<i>Description</i>	UNIT 36, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 3 of 4

Properties

PIN	76302 - 0761 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 37, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	76302 - 0762 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 36, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	76302 - 0784 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 70, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	76302 - 1140 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 17, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		

Chargor(s)

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

Name KING RESIDENTIAL INC.
Acting as a company

Address for Service 1100 King Street West
Toronto, ON M8K 1E8

I, Alan Saekin, have the authority to bind the corporation.

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

Chargee(s)**Capacity****Share**

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Acting as a company

Address for Service c/o Levine, Sherkln, Bouseldan
300-23 Lesmill Road
Toronto, ON M3B 3P6

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 4 of 4

Provisions

Principal \$ 2,400,000.00 Currency CDN
Calculation Period
Balance Due Date 2016/12/31
Interest Rate 5% per annum
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

File Number

Charge Client File Number: 5198-001

Page 1

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

0755-007/0003 001
 Page No. 2000

Filed by
 Dye & Durham Co., Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|---|---|
| <i>Exclusion of Statutory Covenants</i> | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge. |
| <i>Right to Charge the Land</i> | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| <i>No Act to Encumber</i> | 3. 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 land, or any part or 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. |
| <i>Good Title in Fee Simple</i> | 4. The Chargor at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, proviso, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| <i>Obligated to Pay and Perform</i> | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| <i>Interest After Default</i> | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge 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 land. |
| <i>No Obligation to Advance</i> | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| <i>Costs Added to Principal</i> | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. <i>Provided</i> , and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| <i>Power of Sale</i> | 9. The Chargee on default of payment for at least fifteen (15) days may, or at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the <i>Mortgages Act</i> . 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 land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it 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 land is 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. <i>Provided</i> further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them 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. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land 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 he shall deem proper, and may buy in or resell or vary any contract for the sale of the whole or any part of the land 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 he 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.

- Out of Possession* 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 8 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or dissent of the Chargor or any other person or persons whatsoever.
- Right to Distress* 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distress therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distress for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances* 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable not or acts, deeds or deeds, devices, conveyances and assurances in the law for the further better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised, advised or required.
- Acceleration of Principal and Interest* 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal properly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale* 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Release* 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure* 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurances against loss or damage by fire but also insurances against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurances. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurances having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair* 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Building Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Disturbance not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, 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 money secured by the Charge, and the Charge may be renewed by an agreement in writing of maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, 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 land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law 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) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage, in addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 18 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and his successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
 - (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releasees of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor 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 Chargee 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 maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
 - (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor 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 Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.
- Sovereignty** 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.
- Interpretation** 20. In construing these covenants the words "Charge", "Chargee", "Chargor", "and" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.
- Paragraph headings** 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.
- Date of Charge** 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.
- Effect of Delivery of Charge** 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (Collectively the "Applicants") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

**PROOF OF CLAIM OF SPEEDY ELECTRICAL
CONTRACTORS LTD.
AGAINST THE CCAA ENTITIES**

LEVINE SHERKIN BOUSSIDAN

Barristers
23 Lesmill Road., Suite 300
Toronto ON M3B 3P6

KEVIN D. SHERKIN – LSUC#27099B

Email: kevin@lsblaw.com

JEREMY SACKS – LSUC#62361R

Email: Jeremy@lsblaw.com

Tel: 416-224-2400

Fax: 416-224-2408

Lawyers for Speedy Electrical Contractors Ltd.

Court File No.: CV-16-11389-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
UNBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (Collectively the
"Applicants") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

PROOF OF CLAIM OF SPEEDY ELECTRICAL CONTRACTORS LTD.
AGAINST DIRECTORS OR OFFICERS OF THE CCAA ENTITIES

October 19, 2016

LEVINE SHERKIN BOUSSIDAN
Barristers
23 Lesmill Road., Suite 300
Toronto ON M3B 3P6

KEVIN D. SHERKIN – LSUC#27099B
Email: kevin@lsblaw.com
JEREMY SACKS – LSUC#62361R
Email: Jeremy@lsblaw.com

Tel: 416-224-2400
Fax: 416-224-2408

Lawyers for Speedy Electrical Contractors Ltd.

TO: KSV KOFMAN INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

NOAH GOLDSTEIN
Email: ngoldstein@ksvadvisory.com
Fax: 416-932-62266

Index

Court File No.: CV-16-11389-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP TORONTO
MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE)
INC., URBANCORP (PATRICIA) INC., URBANCORP
(MALLOW) INC., URBANCORP (LAWRENCE) INC.,
UNBANCORP (952 QUEEN WEST) INC., KING
RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC.,
HIGH RES. INC., BRIDGE ON KING INC. (Collectively the
"Applicants") AND THE AFFILIATED ENTITIES LISTED IN
SCHEDULE "A" HERETO

INDEX

Tab Document

1. Proof of Claim Form
- A. Speedy cheque in the amount of \$1,000,000.00 payable to Alan Saskin
- B. Promissory note dated September 23, 2014
- C. Debt Extension Agreement dated November 15, 2015

Tab 1

SCHEDULE "C"

PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF THE CCAA ENTITIES¹
(the "D&O Proof of Claim")

This form is to be used only by Claimants asserting a claim against any Directors and/or, Officers of the CCAA Entities and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim Form for Claims Against the CCAA Entities", which is available on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

1. Name of CCAA Entity Officer(s) and/or Director(s) (the "Debtor(s)"): Debtor(s): Alan Saskin, Philip Gales, Susan Hahn, David Mandell, Christine Honrado, Joe Pietrangolo, Robert Jacobs

(A) Original Claimant (the "Claimant")

Legal Name of Claimant	<u>Speedy Electrical Contractors Ltd</u>	Name of Contact	<u>Jeremy Sacks</u>
Address	<u>40 Levine Street in Brossidan</u>	Title	<u>Lawyer</u>
	<u>23 Lesmill Road, Suite 300</u>	Phone #	<u>416 224 2400</u>
		Fax #	<u>416 224 2408</u>
City	<u>Toronto</u>	Prov /State	<u>ON</u>
Postal/Zip Code	<u>M3B 3P6</u>	email	<u>jeremy@lsblaw.com</u>

(B) Assignee, if claim has been assigned

Legal Name of Assignee	_____	Name of Contact	_____
Address	_____	Phone #	_____
	_____	Fax #	_____
City	_____	Prov /State	_____
Postal/Zip Code	_____	email:	_____

¹ Urbancorp Toronto Management Inc., Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc., Urbancorp Power Holdings Inc., Vestaco Homes Inc., Vestaco Investments Inc., 228 Queen's Quay West Limited, Urbancorp Cumberland 1 LP, Urbancorp Cumberland 1 GP Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc., Urbancorp Residential Inc., Urbancorp Realtyco Inc. (collectively, the "CCAA Entities").

- 2 -

2. Amount of Claim

The Debtor(s) was/were and still is/are indebted to the Claimant as follows:

Name(s) of Director(s), and/or Officers	Currency	Amount of Claim
Alan Saskin	Canadian	\$1,038,911.44
Alan Saskin	Canadian	\$1,284,727.10
Phillip Gales	CND	\$1,038,911.44
Susan Hahn	CND	\$1,038,911.44
David Mandell	CND	\$1,038,911.44
Christine Hunsade	Cnd	\$1,038,911.44
Joe Petrangello	Cnd	\$1,038,911.44
Robert Jacobs	Cnd	\$1,038,911.44

3. Documentation

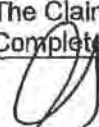
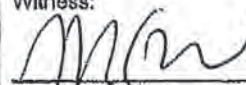
Provide all particulars of the Claim and supporting documentation, including any claim assignment/transfer agreement or similar document, if applicable, and including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim.

See attached Schedule "A"

4. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. Complete documentation in support of this Claim is attached.

Signature: 	Witness: 
Name: <u>Jeremy Seckes</u>	(signature)
Title: <u>Lawyer</u>	<u>Michelle Cruz</u>
	(print)
Dated at <u>Toronto</u> this <u>17th</u> day of <u>October</u> , 2015	

5. Filing of Claim

This D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on October 21, 2016 (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

- 3 -

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor
by telephone (416.932.6207)

Schedule A

SCHEDULE "A"

Loan to Alan Saskin

1. On September 22, 2014, Speedy Electrical Contractors Limited (hereinafter referred to as "Speedy") loaned Alan Saskin the sum of \$1,000,000 pursuant to a promissory note (the "Promissory Note"). The Promissory Note included interest at the rate of 12.5% per annum, compounded annually, and had a maturity date of September 23, 2015. The Promissory Note also provided for payment of costs on a solicitor client scale for any collection proceedings. Attached hereto at **Tab "A"** is a copy of the cheque payable to Alan Saskin. Attached hereto at **Tab "B"** is a copy of the Promissory Note.

2. On or around November 14, 2015, Speedy, Alan Saskin, Edge on Triangle Park Inc. and King Residential Inc. entered into a "Debt Extension Agreement", which extended the term the Promissory Note to January 30, 2016 in consideration for certain guarantees and other security provided by King Residential Inc. (the Agreement is attached hereto at **Tab "C"**).

Amount Outstanding on the Promissory Note

3. The amount outstanding on the Promissory Note is calculated as follows:

Principal:	\$1,000,000
Interest from September 23, 2014 to September 22, 2015 (12.5%)	<u>\$125,000</u>
Balance as of September 22, 2015	\$1,125,000
Interest from September 23, 2015	

to September 22, 2016 (12.5%)	<u>\$140,625</u>
Balance as of September 22, 2016	\$1,265,625
Interest as of September 23, 2016 to October 14, 2016 (12.5%)	<u>\$9,102.10</u>
Balance as of October 14, 2016	\$1,274,727.10
Legal fees	<u>\$10,000</u>
Total	\$1,284,727.10

4. The per diem interest on the Promissory Note is \$433.43.

Breach of Trust Claim

- Speedy is an electrical contractor that supplied work to the Urbancorp project known as Edge on Park.
- Speedy has an outstanding account in the amount of \$1,038,911.44 for electrical services it supplied to Edge on Triangle with respect to the Edge Project, as stated above. on September 30, 2015, Speedy registered a construction lien on the Edge Project for the outstanding account (registered as Instrument AT4024509 at the Toronton Land Registry Office). There is no dispute that the debt is owing with respect to the Edge Project given the admissions set out in the "Debt Extension Agreement" attached at Tab "C".
- Urbancorp has made repeated promises to pay the outstanding accounts, but to date they remain unpaid.

4. Speedy has a breach of trust claim against the officers and directors of Urbancorp, in accordance with the Trust Provisions set out in the *Construction Lien Act*, with respect to the outstanding account.
5. Speedy states that the Urbancorp entities received financing and/or payment for the work being supplied by the construction trades for the aforementioned projects, but the funds received by Urbancorp were not paid to the trades (including Speedy). All funds received by the Urbancorp entities are trust funds for the benefit of the construction trades, in accordance with the *Construction Lien Act*.
6. Speedy states that Urbancorp's failure to pay the construction trades, including Speedy, is a breach of trust.
7. Further, in accordance with section 13 of the *Construction Lien Act*, Speedy states that the officers and directors of Urbancorp are liable for breach of trust as they assented to, or acquiesced, to Urbancorp's breach of trust. This includes breach of trust claims in the amount of the outstanding account (\$1,038,911.44) against the following officers and directors: Alan Saskin, Phillip Gales, Susan Hahn, David Mandell, Christine Honrade, Joe Pietrangelo, and Robert Jacobs.

Tab A

Speedy
 SPEEDY ELECTRICAL CONTRACTORS LIMITED
 1140, Glenora Ave., Woodbridge, Ontario L7L 6V9
 TEL: 416-596-2544 Fax: 416-596-1129

Canadian Imperial Bank of Commerce
 2840 Finch Avenue West
 North York, Ontario M9M 2G7

CHEQUE NUMBER: 78452
 DATE: 09.22.2014
 M M D D Y Y Y Y

PER: _____
 AUTHORIZED SIGNATURE

TO THE ORDER OF: ALAN SASKIN
 TORONTO ON
 Canada

AMOUNT: ONE MILLION DOLLARS
 \$1,000,000.00

SPEEDY ELECTRICAL CONTRACTORS LIMITED

LOAN # 078452 # 01322010: 8605815#

SPEEDY ELECTRICAL CONTRACTORS LIMITED * DETAILS *
 Vendor No. ALAN SASKIN

22-Sep-14 0000281049 Invoice 0000078452 \$1,000,000.00

Cheque Total: \$1,000,000.00

Tab B

Schedule "A"

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth:

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand, default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

- (e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

Witness: _____

Alan Siskin _____

Tab C

SPEEDY ELECTRICAL CONTRACTORS INC. ("SPEEDY")

- and -

**EDGE OF TRIANGLE PARK INC. ("EDGE"), ALAN SASKIN ("ALAN") and KING
RESIDENTIAL INC. ("KING")**

DEBT EXTENSION AGREEMENT

WHEREAS Edge owes Speedy certain amounts from its construction on the Edge Condominium project to Speedy.

AND WHEREAS Saskin owes Speedy certain funds under a Promissory Note ("Note") dated September 23, 2014 that is now due.

AND WHEREAS King is agreeing to provide a limited guarantee and security in consideration for the extension of the amounts presently due to Speedy by Edge and Saskin.

AND WHEREAS Saskin is the principal and sole officer and director of King.

AND WHEREAS as at September 23, 2015, Saskin owed Speedy \$1,125,000.00 with interest running at 12.5 % annually and Edge owes Speedy \$1,038,911.44.

THE PARTIES agree as follows:

1. Speedy and Saskin agree to extend the term of the Note until January 30, 2016 at the same rate as set out therein attached as Schedule "A" hereto.

Page 2 of 4

2. The other terms of the existing promissory Note dated September 23, 2014 continue.
3. Edge confirms it owes Speedy \$1,038,911.44 and Speedy has registered a lien registered as AT4024509 in the Toronto Registry office on September 30, 2015 and at the time of signature of this agreement and registration of the mortgage contemplated herein Speedy will discharge its lien.
4. In consideration to the extension of the Note in paragraph 1 and the discharge of the lien, and the payment of the sum of \$2.00, King hereby agrees to guarantee the amounts outstanding to Speedy by Edge and Saskin set out herein as principal debtor and not as surety, and agrees to provide a collateral mortgage attached as Schedule "B" hereto to provide security for such guarantee. The guarantee of King shall be strictly limited to the collateral mortgage as well as the cost of collection on the said mortgage. Should the funds in paragraphs 1 and 3 not be repaid by January 30, 2016, Speedy will be at liberty to collect on the guarantee and enforce the mortgage in addition to its rights against the other parties herein. In the event of default, all costs of collections shall be on a solicitor and own client basis and borne by Edge, Saskin and King. Following a default, the blended amounts outstanding with interest as set out in paragraphs 1 and 3, shall bear interest at 6% as set out in the mortgage.
5. Nothing in this agreement hereby modifies or changes the existing indebtedness of the parties to one another and the removal of the lien is in no way an acknowledgment that the funds are

not owed by Edge or Saskin.

- 6. King agrees to provide evidence showing that there are no common element arrears of the units listed on Schedule B or pay such arrears on closing and confirms the taxes on the units are up to date.
- 7. King agrees it will obtain a discharge or postponement prior to the registration of the mortgage contemplated herein of the Travelers Guarantee Company of Canada mortgage registered as Instrument No. AT1587699 on the units being provided under the mortgage.
- 8. Edge, Saskin and King, agree to pay 50% of Speedy's Reasonable legal costs in regard to the within Debt Extension Agreement, mortgage contemplated herein and lien, such fee not to exceed \$5,000.00, plus disbursements and HST.

Dated this _____ day of _____, 2015

Witness

SPEEDY ELECTRICAL CONTRACTORS INC.

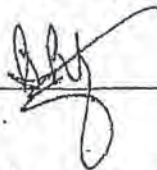
Dated this 15 day of NOVEMBER, 2015

Witness



EDGE OF TRIANGLE PARK INC.


Dated this 1st day of NOVEMBER, 2015

Witness 


ALAN SASKIN

Dated this 1st day of NOVEMBER, 2015

Witness _____


KING RESIDENTIAL INC.

Schedule "A"

PROMISSORY NOTE

CANADIAN \$1,000,000
Toronto, Ontario

DUE:
Date:

September 23, 2015
September 23, 2014

FOR VALUE RECEIVED, the undersigned ALAN SASKIN ("Borrower"), hereby promises to pay to the order of SPEEDY ELECTRICAL CONTRACTORS INC. (the "Holder"), which term shall include its successors and assigns, at 114A Caster Avenue, Woodbridge, ON L4L 5Y9 or at such other place as the Holder may from time to time in writing designate, in lawful money of Canada, the principal sum of One Million (\$1,000,000) (the "Principal Amount") together with interest as hereinafter set forth:

The Principal Amount shall bear interest at a rate per annum, calculated and compounded annually, not in advance, both before and after demand; default, maturity and judgment, equal to twelve and one-half per cent (12.5%), with interest on overdue interest at the same rate, and payable biannually on the outstanding Principal Amount. The first interest payment shall be due on March 17, 2015 and on September 17, 2015 and on the same dates each year until this Promissory Note is paid in full.

The Borrower may prepay the Principal and Interest Balance in whole or in part at any time or from time to time without notice or bonus. All payments received shall be applied first in satisfaction of any accrued but unpaid interest and then against the outstanding portion of the Principal Amount.

If this Promissory Note is placed in the hands of a solicitor for collection or if collected through any legal proceeding, the Borrower promises to pay all costs of collection including the Holder's solicitors' fees and Court costs as between a solicitor and his own client.

The whole of the Principal Amount remaining unpaid, any accrued but unpaid interest, and all other moneys evidenced by this promissory note shall, at the option of the Holder, become immediately due and payable in each of the following events (each event being herein called an "Event of Default"):

- (a) if the Borrower defaults in payment of the Principal and Interest due pursuant to this Promissory Note when the same becomes due and payable;
- (b) if a notice of intention to make a proposal is filed or a proposal is made by the Borrower to his creditors under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or an application is filed by or against the Borrower or an authorized assignment is made by the Borrower under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or any successor or similar legislation;
- (c) if an encumbrancer or encumbrancers, whether permitted or otherwise, takes possession of any part of the property of the Borrower or any execution, distress or other process of any court becomes enforceable against any part of the property of the Borrower, or a distress or like process is levied upon any of such property and the aggregate value of all property subject to any such action exceeds \$25,000;
- (d) if there shall be expropriated or taken by power of eminent domain the whole or any substantial portion of the assets of the Borrower and the Holder is of the reasonable opinion that such expropriation has the materially adverse effect on the financial prospects of the Borrower; or

- (e) if the Borrower defaults in payment of any obligation or obligations in the aggregate exceeding \$25,000 (including any indebtedness payable on demand where such demand has been made) and such obligation or obligations is or are declared by the creditor thereunder to be due and payable prior to the stated maturity thereof.

All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available funds, not subject to any counter-claim and without set-off, withholding or deduction of any kind whatsoever. This Promissory Note shall enure to the benefit of the Holder and its successors and assigns, and shall be binding upon the Borrower and his heirs, executors, administrators and personal legal representatives.

The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof and agree further that at any time and from time to time without notice, the terms of payment herein may be modified, without affecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby.

Time is of the essence hereof.

This Promissory Note shall be governed by the laws of the Ontario and shall not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors and assigns and the provisions hereof shall bind and enure to the benefit of their respective heirs, executors, administrators, successors and assigns forever.

Witness: _____

Alan Siskin _____

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kavij David Sherkin
(insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
(insert firm name)

RE: _____ (the transaction)
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the Website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and Sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____ the (Transferor/Chargee), and hereby consent to the transaction described in the Acknowledgement and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per: Alan Sushkin, President

I have the authority to bind the Corporation

Schedule "B"

ACKNOWLEDGEMENT AND DIRECTION

TO: Kavln David Sherkin
 (Insert lawyer's name)

AND TO: LEVINE SHERKIN BOUSSIDAN
 (Insert firm name)

RE: _____ (the transaction)
 (Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein, I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____ am the spouse of _____ the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction, I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "B" attached hereto.

Dated at Toronto, this 1st day of November, 2015

WITNESS

(As to all signatures, if required)

KING RESIDENTIAL INC.

Per: _____
 Alan Saskin, President
 I have the authority to bind the Corporation

LRO # 80 Charge/Mortgage.

In preparation on 2016-10-23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 4

<i>Properties</i>			
<i>PIN</i>	76302 - 0002 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0004 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0006 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0009 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0010 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0181 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0262 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 10, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0341 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 2, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0449 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 25, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0473 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 18, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		
<i>PIN</i>	76302 - 0477 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 22, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
<i>Address</i>	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2016 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 2 of 4

Properties

PIN	78302 - 0470 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 23, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0590 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 9, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0752 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 28, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0763 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 29, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0764 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 30, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0765 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 31, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0766 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 32, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0757 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 33, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0758 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 34, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0769 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 35, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		
PIN	78302 - 0780 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 36, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699		
Address	TORONTO		

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 3 of 4

Properties

PI#	78302 - 0781 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 37, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270898		
Address	TORONTO		
PI#	76302 - 0762 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 38, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270899		
Address	TORONTO		
PI#	76302 - 0794 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 70, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270898		
Address	TORONTO		
PI#	78302 - 1140 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 17, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270899		
Address	TORONTO		

Chargor(s)

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

Name KING RESIDENTIAL INC.
Acting as a company

Address for Service 1100 King Street West
Toronto, ON M8K 1E8

I, Alan Saekin, have the authority to bind the corporation.

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

Chargee(s)**Capacity****Share**

Name SPEEDY ELECTRICAL CONTRACTORS LIMITED
Acting as a company

Address for Service c/o Levine, Sharfkin, Bousaldan
300-23 Leaside Road
Toronto, ON M3B 3P8

LRO # 80 Charge/Mortgage

In preparation on 2015 10 23 at 14:29

This document has not been submitted and may be incomplete.

yyyy mm dd Page 4 of 4

Provisions

<i>Principal</i>	\$ 2,400,000.00	<i>Currency</i>	GDN
<i>Calculation Period</i>			
<i>Balance Due Date</i>	2015/12/31		
<i>Interest Rate</i>	5% per annum		
<i>Payments</i>			
<i>Interest Adjustment Date</i>			
<i>Payment Date</i>			
<i>First Payment Date</i>			
<i>Last Payment Date</i>			
<i>Standard Charge Terms</i>	200033		
<i>Insurance Amount</i>	full insurable value		
<i>Guarantor</i>			

File Number

Charge Client File Number: 5198-001

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
 (Electronic Filing)

ONTARIO GOVERNMENT
 FORM No. 2000

Filed by
 Dye & Durham Co., Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in this schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to this above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

- | | |
|----------------------------------|---|
| Exclusion of Statutory Covenants | 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge. |
| Right to Charge the Land | 2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge. |
| No Act to Encumber | 3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or 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. |
| Good Title in Fee Simple | 4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown. |
| Able to Pay and Perform | 5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same. |
| Interest After Default | 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge 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 land. |
| No Obligation to Advance | 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the execution of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable. |
| Costs Added to Principal | 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable. |
| Power of Sale | 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgage Act. 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 land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it 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 land is 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. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling of any of them 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. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly |

one or partly the other, and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in lending, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land 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 he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land 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 he 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.

- Duty Possessor** 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whatsoever.
- Right to Distain** 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances** 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devices, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Accelerator of Principal and Interest** 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale** 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases** 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure** 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair** 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and taxing or selling hereby given and all other remedies herein contained may be exercised forthwith.

- Buying Charge** 18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.
- Extensions not to Prejudice** 19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, 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 moneys secured by the Charge, and the Charge may be renewed by an agreement in writing of maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so stated over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.
- No Merger of Covenants** 20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and time provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.
- Change in Status** 21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, 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 land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law 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) and (c) above as the Chargee may from time to time request.
- Condominium Provisions** 22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those expenses are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in the insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.
- Discharge** 23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.
- Guarantee** 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:
- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releasees of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor 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 Chargee 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 maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor 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 Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Sovereignty 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the Land Registration Reform Act and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, them or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., URBANCORP 60 ST. CLAIR INC., HIGH RES. INC., BRIDGE ON KING INC. (Collectively the "Applicants") AND THE AFFILIATED ENTITIES LISTED IN SCHEDULE "A" HERETO

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

**PROOF OF CLAIM OF SPEEDY ELECTRICAL
CONTRACTORS LTD. AGAINST DIRECTORS OR
OFFICERS OF THE CCAA ENTITIES**

LEVINE SHERKIN BOUSSIDAN

Barristers

23 Lesmill Road., Suite 300
Toronto ON M3B 3P6

KEVIN D. SHERKIN – LSUC#27099B

Email: kevin@lsblaw.com

JEREMY SACKS – LSUC#62361R

Email: Jeremy@lsblaw.com

Tel: 416-224-2400

Fax: 416-224-2408

Lawyers for Speedy Electrical Contractors Ltd.

Appendix “B”

**Noah Goldstein****ksv advisory inc.**

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

T +1 416 932 6207

F +1 416 932 6266

ngoldstein@ksvadvisory.com

November 11, 2016

DELIVERED BY REGISTERED MAIL

Speedy Electrical Contractors Ltd.
c/o Levine, Sherkin, Boussidan
Suite 300, 23 Lesmill Road
Toronto, ON M3B 3P6

Attention: Jeremy Sacks

Dear Jeremy:

Re: The Urbancorp CCAA Entities

KSV Kofman Inc., in its capacity as Court-appointed Monitor of the entities listed on Schedule "A", acknowledges receipt of your proof of claim. Attached please find a Notice of Revision or Disallowance in respect of your claim.

Should you have any questions regarding this matter, do not hesitate to contact Noah Goldstein at ngoldstein@ksvadvisory.com.

Yours very truly,

**KSV KOFMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR
OF THE URBANCORP CCAA ENTITIES
AND NOT IN ITS PERSONAL CAPACITY**

Schedule "A"

Urbancorp Toronto Management Inc.
Urbancorp (St. Clair Village) Inc.
Urbancorp (Patricia) Inc.
Urbancorp (Mallow) Inc.
Urbancorp (Lawrence) Inc.
Urbancorp Downsview Park Development Inc.
Urbancorp (952 Queen West) Inc.
King Residential Inc.
Urbancorp 60 St. Clair Inc.
High Res. Inc.
Bridge on King Inc.
Urbancorp Power Holdings Inc.
Vestaco Homes Inc.
Vestaco Investments Inc.
228 Queen's Quay West Limited
Urbancorp Cumberland 1 LP
Urbancorp Cumberland 1 GP Inc.
Urbancorp Partner (King South) Inc.
Urbancorp (North Side) Inc.
Urbancorp Residential Inc.
Urbancorp Realtyco Inc.

NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted Claims against the CCAA Entities¹,
D&O Claims against the Directors and/or Officers of the CCAA Entities**

Claims Reference Number:

34

Claim against King Residential Inc.

TO:

Speedy Electrical Contractors Ltd.
(the "Claimant")

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the CCAA Entities dated September 15, 2016 (the "Claims Procedure Order").

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

	Amount as submitted		Amount allowed by Monitor
	Currency		
A. Unsecured Claim	CAD	\$2,323,638.54	\$0.00
B. Secured Claim			
C. D&O Claim			
E. Total Claim	CAD	\$2,323,638.54	\$0.00

¹ Urbancorp Toronto Management Inc., Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc., Urbancorp Power Holdings Inc., Vestaco Homes Inc., Vestaco Investments Inc., 228 Queen's Quay West Limited, Urbancorp Cumberland 1 LP, Urbancorp Cumberland 1 GP Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc., Urbancorp Residential Inc., Urbancorp Realtyco Inc. (collectively, the "CCAA Entities").

- 2 -

Reasons for Revision or Disallowance:

The secured claim against King Residential Inc. pursuant to a guarantee of a loan to Alan Saskin is disallowed on the basis that the Monitor has not been able to determine any direct consideration having been provided to King Residential Inc. for the provision of such secured guarantee. Accordingly, the granting of such a secured guarantee appears to be voidable as a transfer at undervalue and, in addition, may also be voidable as a fraudulent conveyance or preference.

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is twenty-one (21) Calendar Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 36(a) of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this 11th day of November, 2016.

KSV KOFMAN INC., SOLELY IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF THE CCAA ENTITIES, AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

Per: 

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207).

Appendix "C"

Levine, Sherkin, Boussidan

B A R R I S T E R S

*LARRY J. LEVINE, Q.C.

KEVIN D. SHERKIN

CARMINE SCALZI

RYAN WOZNAK

JASON GOTTLIEB

JEREMY K. SACKS

MITCHELL WINE

LIZZIE BARRASS

A Professional Corporation

Jeremy Sacks – Ext. 119
jeremy@lsblaw.com

November 25, 2016

LETTER SENT VIA EMAIL & COURIER

KSV KOFMAN INC.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9
Attention: Noah Goldstein

Dear Mr. Goldstein:

RE: CCAA Proceedings
Court File No. CV-16-11389-00CL
Our File No.: 5204-001

Please be advised that we are counsel for Speedy Electrical Contractors Ltd. and we are in receipt of the Monitor's "Notice of Revision or Disallowance" in respect to our client's claim. Enclosed please find our client's "Notice of Dispute of Revision or Disallowance" with respect to the claims against the CCAA entities.

If you have any questions, please feel free to contact me.

Yours very truly,

LEVINE, SHERKIN, BOUSSIDAN

Per:

Jeremy Sacks

JS/mc

Enclosure

c. client

Robin B. Schwill of Davies Ward Phillips & Vineberg LLP – counsel for the Monitor

NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE

With respect to the CCAA Entities¹

Claims Reference Number: 34

I. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

Speedy Electrical Contractors Ltd. ("Speedy")

(the "Claimant")

Full Mailing Address of the Claimant:

c/o Levine Sherkin Boussidan

23 Lesmill Rd., Suite 300

Toronto, ON M3B 3P6

Other Contact Information of the Claimant:

Telephone Number: 416 224-2400

Email Address: jeremy@lsblaw.com

Facsimile Number: 416 224-2408

¹ Urbancorp Toronto Management Inc., Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp (Lawrence) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (952 Queen West) Inc., King Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc., Urbancorp Power Holdings Inc., Vestaco Homes Inc., Vestaco Investments Inc., 228 Queen's Quay West Limited, Urbancorp Cumberland 1 LP, Urbancorp Cumberland 1 GP Inc., Urbancorp Partner (King South) Inc., Urbancorp (North Side) Inc., Urbancorp Residential Inc., Urbancorp Realtyco Inc. (collectively, the "CCAA Entities").

- 2 -

Attention (Contact Person): Jeremy Sacks

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim, if applicable

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. Dispute of Revision or Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim, as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Currency	Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant: ²
A. Unsecured		\$	\$
B. Secured		\$0	\$2,323,638.54
C. D&O Claim		\$	\$
E. Total Claim		\$	\$

4. Reasons for Dispute of Revision or Disallowance of Claim:

The premise of the Monitor rejecting Speedy's claim against King Residential Inc. was the following:

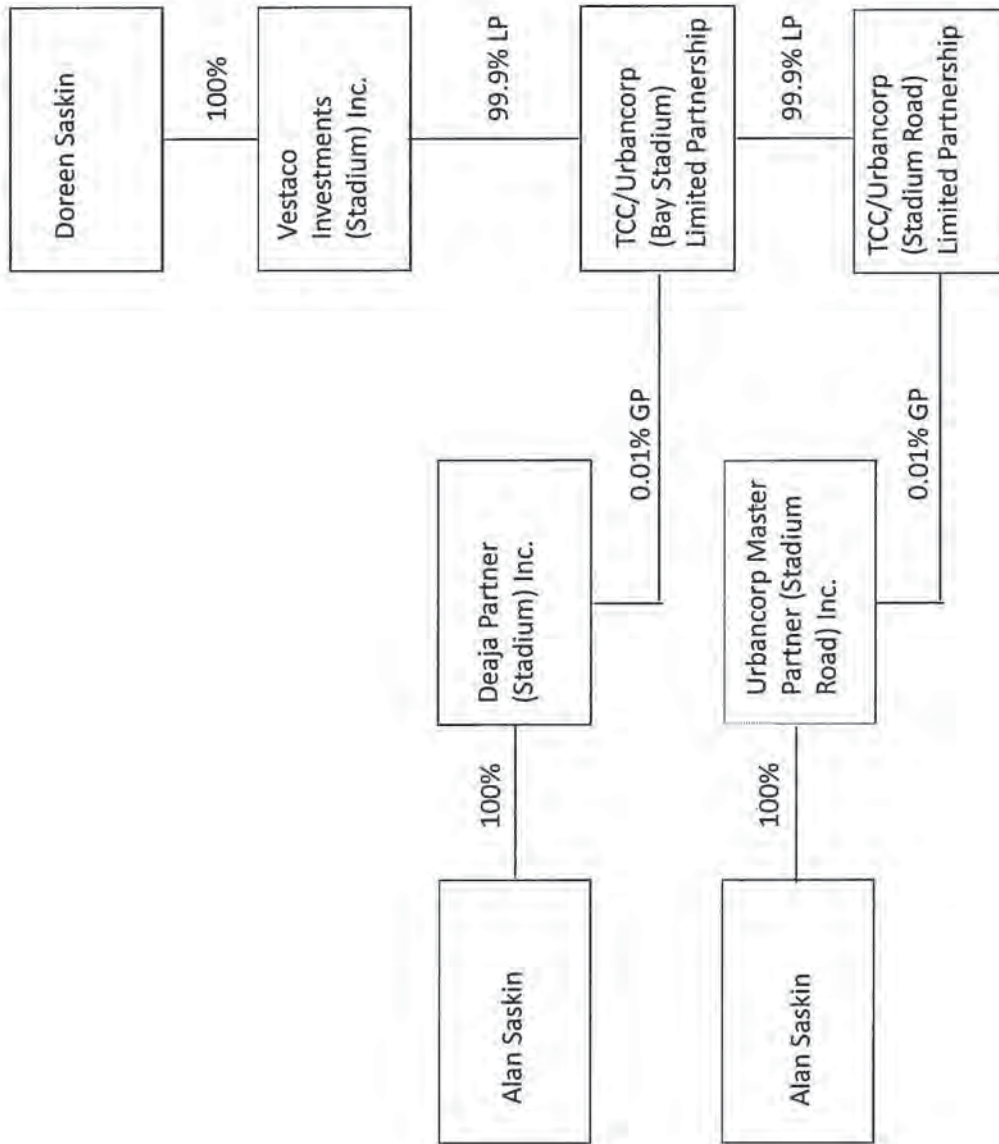
- (a) The Monitor could not determine any direct consideration having been provided to King Residential Inc. for the provision of the secured guarantee. Speedy states that the following consideration was received by King Residential Inc. in return for the mortgage:

² If necessary, currency will be converted in accordance with the Claims Procedure Order.

- 3 -

- (i) The Debt Extension Agreement attached at Tab "C" to the original Proof of Claim submissions, dated October 19, 2016, explicitly states that King Residential Inc. received consideration of \$2.00; and
 - (ii) The additional consideration received by King Residential Inc. was the extension of the loan agreement provided to an officer/director/principal of King Residential Inc. (Alan Saskin)
- (b) The Monitor states that the granting of such a secured guarantee appears to be voidable as a transfer at undervalue. Speedy does not understand why the mortgage would be invalid on that basis.
- (c) The Monitor states that the granting of such a secured guarantee may be voidable as a fraudulent preference and/or conveyance. In response, Speedy states that the granting of the mortgage could only be a fraudulent preference and/or conveyance if King Residential Inc. was insolvent at the time. The mortgage was granted in November 2015, and there is no evidence that King Residential Inc. was insolvent at that time. Speedy requests that the Monitor provides Speedy with King Residential Inc.'s Financial Statements for the period that encompasses November 2015.

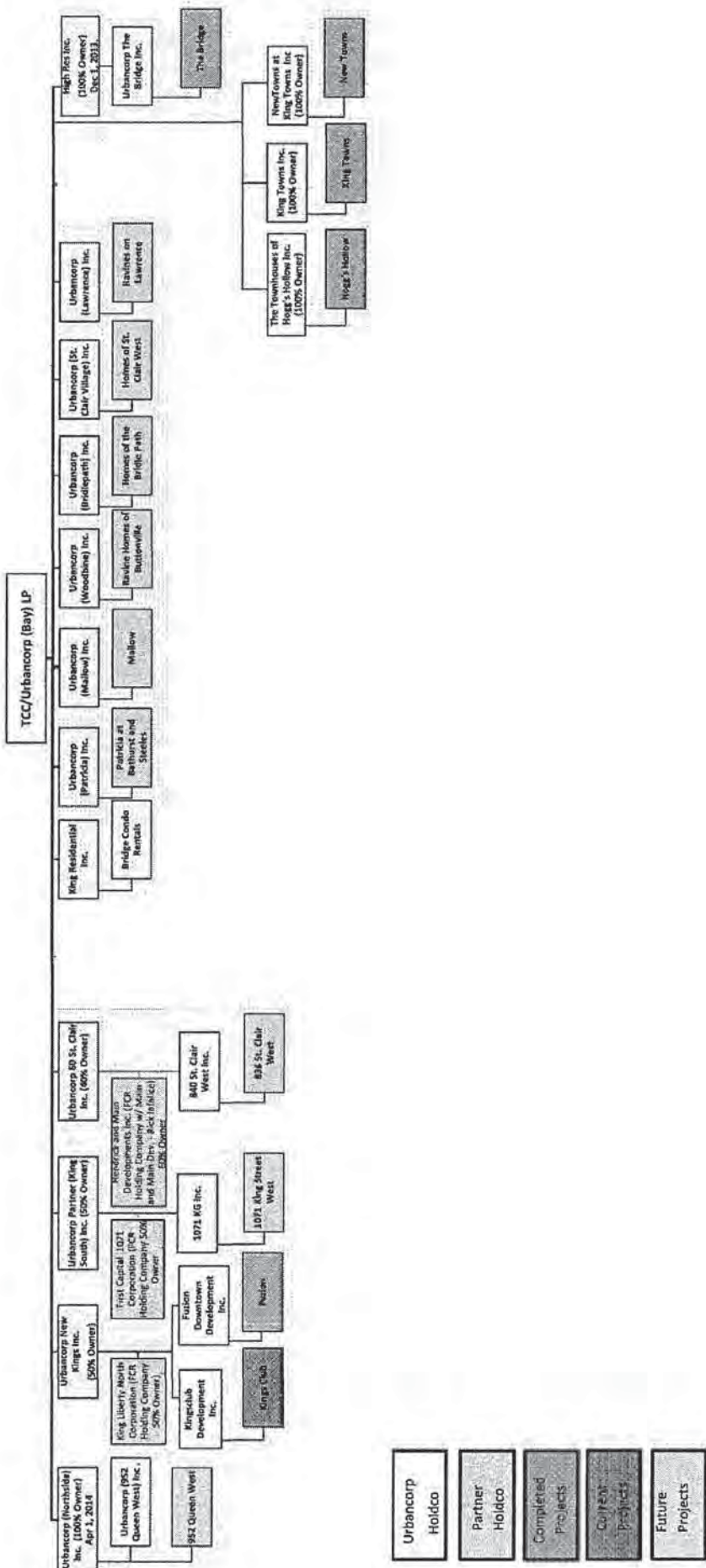
Appendix “D”



Appendix “E”

September 17, 2014

TCC/Urbancorp (Bay) Limited Partnership
Corporate Structure (Chart #3)



Appendix “F”

Appendix "F"
Description of Single Purpose Entities¹

Entity	Description
Woodbine	Was intended to be a residential townhome development. The project did not advance past the pre-construction phase.
Bridlepath	Was intended to be a low-rise residential development. The project did not advance past the pre-construction phase.
Hogg's Hollow	Low-rise residential development. The project was completed in 2006.
King Towns	Low-rise residential development. The project was completed in 2006.
Newtowns	Low-rise residential development. The project was completed in 2007.
St. Clair	Was intended to be a residential townhome development. The project did not advance past the pre-construction phase.
Patricia	Was intended to be a low-rise residential development. The project did not advance past the pre-construction phase.
Mallow	Was intended to be a low-rise residential development. The project did not advance past the pre-construction phase.
Lawrence	Was intended to be a low-rise residential development. The project did not advance past the pre-construction phase.
High Res	Is the sole shareholder of Bridge.
KRI	Owns 13 residential rental units in the Bridge condominium.
Queen	Is a nominee for North Side and was the registered owner of property at 944 and 952 Queen Street.
60 St. Clair	Is a 40% owner of property at 840 St. Clair Avenue West. The property was intended to become a residential condominium and retail project but is not proceeding.
UNKI	Holds a 50% interest in an apartment project that is under construction. The co-owner is an affiliate of First Capital Corporation.
North Side	Was the beneficial owner of 944 and 952 Queen Street West. The property was sold in 2015.
King South	Held a 50% interest in a mixed use rental property project under development. King South sold its interest in 2016.
Bridge	Was the developer of a 534 unit condominium at 38 Shuster Way, which was completed and closed.

¹ This appendix has been prepared based on Company information and is subject to Section 1.2 of the Report.

Appendix "G"

Appendix “K”



LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

7644B-0001 (LT)

PAGE 1 OF 5
PREPARED FOR Rvankooten
ON 2018/01/29 AT 14:43:40

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

PROPERTY DESCRIPTION: UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2014/06/6.

RECENTLY:
CONDOMINIUM FROM 21298-0509
EIN CREATION DATE:
2015/05/11

CAPACITY SHARE

OWNERS' NAMES
EDGE RESIDENTIAL INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 2015/05/11 **			
54939AZ	1996/05/14	APL ANNEX REST COV		*** DELETED AGAINST THIS PROPERTY *** WESTSIDE ON THE PARK INC.	EDGE ON TRIANGLE PARK INC.	C
AT2660956	2011/04/07	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	AVIVA INSURANCE COMPANY OF CANADA	
AT2668219	2011/05/10	CHARGE		CITY OF TORONTO	EDGE ON TRIANGLE PARK INC.	C
AT2724294	2011/06/17	NOTICE	\$2			
AT2724296	2011/06/17	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	
AT2786348	2011/08/17	CHARGE		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	BANK OF MONTREAL	
AT2786349	2011/08/17	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	BANK OF MONTREAL	
AT2799704	2011/08/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	URBANCORP EQUITY INC.	
AT2799705	2011/08/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	KJ EQUITY INC.	
AT3226393	2013/01/29	TRANSFER EASEMENT	\$2	EDGE ON TRIANGLE PARK INC.	ROGERS COMMUNICATIONS INC.	C
AT3240353	2013/02/20	NOTICE	\$2	CITY OF TORONTO	EDGE ON TRIANGLE PARK INC.	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.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
AT3240354	2013/02/20	POSTPONEMENT REMARKS: AT2688219 TO AT3240353		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	CITY OF TORONTO	
AT3240355	2013/02/20	POSTPONEMENT REMARKS: AT2788348 TO AT3240353		*** DELETED AGAINST THIS PROPERTY *** BANK OF MONTREAL	CITY OF TORONTO	
AT3240356	2013/02/20	POSTPONEMENT REMARKS: AT2799704 TO AT3240353		*** DELETED AGAINST THIS PROPERTY *** URBANCORP EQUITY INC.	CITY OF TORONTO	
AT3240357	2013/02/20	POSTPONEMENT REMARKS: AT2799705 TO AT3240353		*** DELETED AGAINST THIS PROPERTY *** KJ EQUITY INC.	CITY OF TORONTO	
AT3240358	2013/02/20	POSTPONEMENT REMARKS: AT3228393 TO AT3240353		ROGERS COMMUNICATIONS INC.	CITY OF TORONTO	C
AT3319404	2013/06/07	NOTICE REMARKS: AT2788348		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	BANK OF MONTREAL	
AT3319405	2013/06/07	POSTPONEMENT REMARKS: AT2799705 TO AT3319404		*** DELETED AGAINST THIS PROPERTY *** KJ EQUITY INC.	BANK OF MONTREAL	
AT3319406	2013/06/07	POSTPONEMENT REMARKS: AT2688219 TO AT3319404		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	BANK OF MONTREAL	
AT3319407	2013/06/07	POSTPONEMENT REMARKS: AT2799704 TO AT3319404		*** DELETED AGAINST THIS PROPERTY *** URBANCORP EQUITY INC.	BANK OF MONTREAL	
AT3321441	2013/06/11	NOTICE REMARKS: AT2688219		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	AVIVA INSURANCE COMPANY OF CANADA	
AT3325493	2013/06/14	POSTPONEMENT REMARKS: AT2799704 TO AT3321441		*** DELETED AGAINST THIS PROPERTY *** URBANCORP EQUITY INC.	AVIVA INSURANCE COMPANY OF CANADA	

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

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
 REGISTRY
 OFFICE #66



76448-0001 (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
AT3323494	2013/06/14	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** KJ EQUITY INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AT2799705 TO AT3321441				
AT3639361	2014/07/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	URBANCORP EQUITY INC.	
		REMARKS: AT2799704				
AT3639362	2014/07/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** EDGE ON TRIANGLE PARK INC.	KJ EQUITY INC.	
		REMARKS: AT2799705				
AT3751038	2014/11/27	NOTICE	\$2	CITY OF TORONTO	EDGE ON TRIANGLE PARK INC.	C
		REMARKS: SITE PLAN AGREEMENT				
TCP2448	2015/04/29	STANDARD CONDO PLAN		EDGE ON TRIANGLE PARK INC.		C
AT38669514	2015/04/29	CONDO DECLARATION		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
AT3883675	2015/05/15	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
		REMARKS: BY-LAW NO. 1				
AT3883676	2015/05/15	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
		REMARKS: BY-LAW NO. 2				
AT3883677	2015/05/15	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
		REMARKS: BY-LAW NO. 3				
AT3883678	2015/05/15	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
AT3883679	2015/05/15	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
		REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD.				
AT3884850	2015/05/19	APL ANNEX REST COV	\$2	EDGE ON TRIANGLE PARK INC.		C
AT3904300	2015/06/04	NOTICE		EDGE ON TRIANGLE PARK INC.		C
		REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD				
AT3928867	2015/06/29	NOTICE		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2448		C
AT3930943	2015/06/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		C
		REMARKS: AT2786348.				

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



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 5

PREPARED FOR Rvankooten
ON 2018/01/29 AT 14:43:40

76448-0001 (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
AT3935180	2015/07/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
		REMARKS: AT2686219.				
AT3937184	2015/07/06	TRANSFER	\$2	EDGE ON TRIANGLE PARK INC.		C
AT3937381	2015/07/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** URBANCORP EQUITY INC.		
		REMARKS: AT2799704.				
AT3937488	2015/07/06	CHARGE	\$8,100,000	EDGE RESIDENTIAL INC.	TERRA FIRMA CAPITAL CORPORATION	C
AT3937489	2015/07/06	NO ASSGN RENT GEN		EDGE RESIDENTIAL INC.	TERRA FIRMA CAPITAL CORPORATION	C
		REMARKS: AT3937488.				
AT3938620	2015/07/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** KJ EQUITY INC.		
		REMARKS: AT2799705.				
AT3948425	2015/07/16	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** AFFINITY ALUMINUM SYSTEMS LTD.		
AT3964507	2015/07/31	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** STERLING TILE & CARPET		
AT3968962	2015/08/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** AFFINITY ALUMINUM SYSTEMS LTD.		
		REMARKS: AT3948425.				
AT3969319	2015/08/05	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** STERLING TILE & CARPET		
		REMARKS: AT3964507.				
AT4024509	2015/09/30	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SPEEDY ELECTRICAL CONTRACTORS LIMITED		
AT4031286	2015/10/07	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LIDO CONSTRUCTION INC.		
AT4057407	2015/11/03	CONSTRUCTION LIEN		*** DELETED AGAINST THIS PROPERTY *** EXP SERVICES INC.		

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



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 5

PREPARED FOR Rvankoothen
ON 2018/01/29 AT 14:43:40

7644B-0001 (LIT)

* 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
AT4067445 REMARKS: AT4024509.	2015/11/16	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** SPEEDY ELECTRICAL CONTRACTORS LIMITED		
AT4070066 REMARKS: AT4057407.	2015/11/18	DIS CONSTRUCT LIEN		*** DELETED AGAINST THIS PROPERTY *** EXP SERVICES INC.		
AT4076614 REMARKS: AT4031286.	2015/11/25	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** LIDO CONSTRUCTION INC.		
AT4112384	2016/01/08	CONSTRUCTION LIEN	\$2,313,335	DOLVIN MECHANICAL CONTRACTORS LTD.	EDGE ON TRIANGLE PARK INC. EDGE RESIDENTIAL INC. TORONTO STANDARD CONDOMINIUM 2448 URBANCORP EQUITY INC. AVIVA INSURANCE COMPANY OF CANADA TERRA FIRM CAPITAL CORPORATION	C
AT4169881	2016/03/17	CERTIFICATE		DOLVIN MECHANICAL CONTRACTORS LTD.		C
AT4196821	2016/04/19	CONSTRUCTION LIEN	\$53,220	207875 ONTARIO LIMITED		C
AT4201036	2016/04/25	CONSTRUCTION LIEN	\$20,295	MDF MECHANICAL LIMITED		C
AT4237197 REMARKS: AT4194821	2016/06/03	CERTIFICATE		207875 ONTARIO LIMITED		C
AT4240590 REMARKS: AT4201036	2016/06/07	CERTIFICATE		MDF MECHANICAL LIMITED		C
AT4322999	2016/08/26	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	DAVAD INVESTMENTS 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.

IN THE MATTER OF the Companies' *Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF a plan of compromise or arrangement of Urbancorp Toronto Management Inc., et al.

Court of Appeal File No. C65891

COURT OF APPEAL FOR ONTARIO

PROCEEDING COMMENCED AT
TORONTO

**APPEAL BOOK AND COMPENDIUM OF THE APPELLANT
KSV KOFMAN INC., IN ITS CAPACITY AS MONITOR**

VOLUME II OF II

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Robin B. Schwill (LSO #384521)
Tel: 416.863.5502
Email: rschwill@dwvpv.com

Matthew Milne-Smith (LSO #44266P)
Tel: 416.863.0900
Email: mmilne-smith@dwvpv.com

Chantelle Cseh (LSO #60620Q)
Tel: 416.367.7552
Email: ccseh@dwvpv.com

Lawyers for the Appellant, KSV Kofman Inc., in its
Capacity as Monitor