#### 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

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DAGE NO

#### 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

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D.	Appendix "D" ~ General Ledger for Bay LP for the year ending December 31, 2015	979 – 981
E.	Appendix "E" ~ Urbancorp Inc. unaudited financial statements as at December 31, 2015	982 – 986
F.	Appendix "F" $\sim$ Written Questions and Responses to the Monitor	987 – 988

This is Exhibit "L" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018

Complissioner for Taking Affidavits (or as may be) JEREMY SACKS

#### **Jeremy Sacks**

From: Sent: To: Cc: Subject: Attachments: Schwill, Robin <rschwill@dwpv.com> Wednesday, March 21, 2018 5:11 PM Kevin Sherkin; Jeremy Sacks 'Rabinovitch, Neil' FW: Bay LP G/L Bay LP - Trial Balance ending December 31, 2015.pdf

MNP did not prepare any financial statements for Bay LP in 2015.

Attached is Bay LP's general ledger as of December 31, 2015. This is after the bond reorganization which resulted in certain subsidiaries of Bay LP (including KRI) being transferred to Urbancorp Cumberland 1 LP.

Robin B. Schwill | Bio T 416.863.5502 rschwill@dwpv.com

#### DAVIES

155 Wellington Street West Toronto, ON M5V 3J7 dwpv.com

DAVIES WARD PHILLIPS & VINEBERG LLP

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 General Ledger System
 03/19/2018 Page: 1

 Trial Balance: Accrual
 4:13PM User: evalyno

 Company
 : 0052

 TCC/Urbancorp (Bay) Limited Partnership

 Period Ending: 12/31/2015
 Drill Down Column (\*): Account Code

 Scope
 : YTD

 Comp Currency: CAN
 Sub-Ledger(s): \*

Balance Sheet Accounts 

t

	* Account Code	Account Name	Cur	Opening Balance	Debit	Credit	Closing Balance
[`	1055	Bank Account - General		353.30	49,762.62	0.00	50,115.92
l	1105.22	Investment in High Res IncProjec		2,706,803.55	0.00	-2,706,803.55	0.00
	1105.23	Investment in Hoggs Hollow IncPr		269,237.88	4,084.04	0.00	273, 321.92
[	1105.31A	Investment in Fuzion		2,131,989.91	0.00	-2,131,989.91	0.00
l	1105.31B	Investment in Fuzion - Cost Capita		165,632.76	0.00	-165,632.76	0,00
с.,	1105.31C	Investment in Kings Club		5,100,888.00	0.00	-5,100,888.00	0.00
	1105.31D	Investment in Kings Club - Cost Ca		986,013.61	0.00	-986,013.61	0.00
Į.,	1105.34	Investment in 944 & 952 Queen Stre		923,004.18	0.00	-891,580.23	31,423.95
( ·	1105.35	Investment in Downsview		-3,342,306.15	3,342,306.15	0.00	0.00
	1105.36	Investment in Urb Prt (King South)		1,566,758.93	0.00	-1,566,758.93	0.00
	1105.37	Investment in Urb 60 St. Clair Inc		2,393,936,74	0.00	-2,393,936.74	. 0.00
Í	1105,41	Investment in St. Clair Village In		1,684,388.01	0.00	-1,684,388.01	0.00
} .	1105,42	Investment in Lawrence		2,071,932.41	0.00	-2,071,932.41	0.00
	1105.43	Investment in Woodbine		-424,196.85	292,778.57	0.00	-131,418.28
1:	1105.44	Investment in Bridlepath		-1,596,004.36	744,977.37	0.00	-851,026,99
Į	1105.46	Investment in King Residential Inc		-165,670.94	165,670.94	0.00	0.00
ť	1105.48	Investment in Downsview - Mattamy		3,346,077.00	0.00	-3,346,077.00	0.00
1	1105.49	Investment in King Towns		-337,468.46	99,799.90	0.00	-237,668.56
ł	1105.50	Investment in Newtowns		139,329.43	0.00	-3,717.46	135,611.97
ſ,	1105.51	Investment in Mallow		674,050.29	0.00	-674,050.19	0.10
	1105.52	Investment in Patricia		2,749,753.90	0.00	-2,749,753.90	0.00
	1105,57	Investment in Urbancorp Inc.		0.00	12,142,912.25	0.00	12,142,912.25
í.	1200	Accounts Receivable		109.00	0,00	0.00	109.00
l.	1215	Other Receivable		2,200,033.76	0.00	-2,200,033.76	0.00
	2100	Accounts Payable		2,033,941.50	0.00	-2,323,816.33	-289,874.83
	2120	Account Payable - Control		-2,184,679.76	2,034,000.00	0.00	-150,679.76
( .	2130	Accrued Liabilities		-8,000,000.00	8,000,000.00	0.00	0.00
(	2330,01	HST - ITC		97,454.92	0.00	0.00	97,454.92
ł	2330.02	OHST - ITC		155,927.87	0.00	0.00	155,927.87
( .·	2340.01	HST Remittance		-253,382,79	0.00	0.00	-253,382.79
{	2401,29	Loan Payable - A. Saskin		-516,780.97	0.00	0.00	-516,780.97
<b>\</b>	2401.30	Loan Payable - First Capital Realt		-2,651,204.00	0,00	0.00	-2,651,204.00
	2500,100	I/C - Urbancorp (Patricia) Inc.		0.00	3,011.75	0.00	3,011,75
[	2500.32	<pre>I/C - TCC/Urbancorp (Stadium Road)</pre>		0.00	0.00	-8,339.26	-8,339,26
l	2500.33	I/C - TCC/Urbancorp (Bay/Stadium)		3,437,918.66	0.00	-55,402.38	3,382,516.28
,	2500.40	I/C - Urbancorp Toronto Mgt 2		3,537,135.19	0.00	-3,009,480.69	527,654.50
ſ	2500.47A	I/C - Westside Curve		1,363,12	0.00	0.00	1,363.12
(	2500.72	I/C - Downsview		0,00	0.00	-4,196,324.36	-4,196,324.36
1	2500,75	I/C - 55 Howie Orbancorp (Riverda		110,000.00	0.00	0.00	110,000.00
{	2500.80	I/C - Downsview Park Homes Inc.		10,000.00	0.00	0.00	10,000.00
ι.,	2500.86	I/C - Urbancorp (952 Queen West) I		4,121.11	0.00	-21,590.20	-17,469.09
[	2500.94	I/C - Urbancorp (St. Clair Village		-136,211.64	140,939.25	0.00	4,727.61

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ہ General Ledger System Trial Balance: Accrual

## 03/19/2018 Page: 2 4:13PM User: evalyno

 Inial Balance: Accrual
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 Company
 : 0052
 TCC/Urbancorp (Bay) Limited Partnership

 Period Ending: 12/31/2015
 Drill Down Column (\*): Account Code

 Scope
 : YTD
 Division(s): \*

 Comp Currency: CAN
 Sub-Ledger(s): \*

* Account Code	Account Name	Cur	Opening Balance	Debit	Credit	Closing Balance
2500.95	I/C - Urbancorp (Lawrence) Inc.		0.00	5,131.79	0.00	5,131.79
2500.96	I/C - King Residential Inc.		-56.50	463.45	0.00	406,95
2500.97	I/C - Urbancorp (Woodbine) Inc.		-14,435.06	14,435.06	0.00	0.00
2500.98	I/C - Urbancorp (Bridlepath) Inc.		-38,755.13	38,755.13	0.00	0.00
2500.99	I/C - Urbancorp (Mallow) Inc.		0.00	16,460.80	0.00	16,460,80
3600	Retained Earnings		7,692,530.26	0.00	-7,692,530.26	0.00
3701.12	LOSS (CURRENT YEAR) Capital A/C-Alan Saskin		-18,700,242.68	1,538,506.00	0.00	11,193,020.61 -17,161,736.68
3701.13	Capital A/C-Vestaco Investments In	I	-7,827,477.26	6,154,024.26	0.00	-1,673,453.00
3701.14	Capital A/C-Deaja Partner (Bay) In	I	-1,812.74	0.00	0.00	-1,812.74
	Total Balance Sheet Accounts		0.00	34, 7,88, 019.33	-45,981,039.94	0.00

#### -----Profit & Loss Accounts

	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

,	* Account Code	Account Name		Opening Cur Balance	Debit	Credit	Closing Balance
	4325.01	Investment	Income/Loss - Hoggs Hol	0.00	0.00	-4,084.04	-4,084.04
	4325.02	Investment	Income/Loss - King Town	0.00	0.00	-99,799.90	-99,799.90
	4325,03	Investment	Income/Loss - Newtowns	0.00	3,717.46	0.00	3,717.46
	4325.04	Investment	Income/Loss - High Res.	0.00	0.00	-1,013,976.45	-1,013,976.45
	4325.05	Investment	Income/Loss - Downsview	0,00	614,403.14	0,00	614,403.14
	4325.06	Investment	Income/Loss- King Resid	0.00	0.00	-8,112,27	~8,112.27
	4325.07	Investment	Income/Loss- Fuzion/Kin	0.00	8,400,219.61	0.00	8,400,219.61
	4325.09	Investment	<pre>income/loss - Woodbine</pre>	0.00	146.47	0.00	146.47
	4325.10	Investment	income/loss-60 St. Clai	0.00	435,767.57	0.00	435,767.57
,	4325.11	Investment	income/loss - Lawrence	0.00	372,819.06	0.00	372,819.06
1	4325.12	Investment	income/loss-St. Clair V	0.00	983,506.54	0.00	983,506.54
	4325.13	Investment	income/loss - Mallow	0.00	12,126.44	0,00	12,126.44
	4325.14	Investment	income/loss - Patricia	0,00	139,458.41	0.00	139,458.41
	4325.15	Investment	income/loss - 952 Queen	0.00	1,511,266.67	0.00	1,511,266.67
	4325.16	Investment	income/loss-King South	0.00	641,514.42	0.00	641,514.42
	4340	Interest I	ncome - Bank	0.00	0.00	~0,14	-0.14
,	4371	Write off o	of accruals	0.00	2,200,033.76	0.00	2,200,033.76
	5210	Management	Fee Expense	0.00	0.00	-3,000,000.00	-3,000,000.00
	5605	Accounting,	Audit Fee	0,00	3,937.50	0.00	3,937.50
	5615	Bank Charge	2 <b>5</b>	0.00	76.36	0.00	76.36
		Total Prof:	it & Loss Accounts	0.00	15,318,993.41	-4,125,972.80	11,193,020.61
		Total Repor	rt	0.00	50,107,012.74		0.00

This is Exhibit "M" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018 Commissioner for Taking Affidavits (or as may be) JEREMY SACKS 662221

#### Jeremy Sacks

From:	Schwill, Robin <rschwill@dwpv.com></rschwill@dwpv.com>
Sent:	Wednesday, March 21, 2018 4:51 PM
То:	Kevin Sherkin; Jeremy Sacks
Cc:	'Rabinovitch, Neil'
Subject:	FW: UCI financials
Attachments:	Urbancorp FS Dec 15 - 594065.pdf

**Categories:** 

Copied to LegalWorks

FYI

Robin B. Schwill | Bio T 416.863.5502 rschwill@dwpv.com

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155 Wellington Street West Toronto, ON M5V 3J7 dwpv.com

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From: Noah Goldstein [mailto:ngoldstein@ksvadvisory.com] Sent: March 21, 2018 4:49 PM To: Schwill, Robin Cc: Bobby Kofman Subject: UCI financials

Robin,

Further to Sherkin's request, attached are the unaudited UCI financials for the period ending December 31, 2015. These can be sent to Sherkin.

Thanks,

Noah

Noah Goldstein KSV Advisory Inc.

T +1 416 932 6207 M +1 416 844 4842 F +1 416 932 6266

150 King Street West Suite 2308, Box 42 Toronto, Ontario, M5H 1J9

ngoldstein@ksvadvisory.com

# Urbancorp Inc. Financial Statements December 31, 2015 (Unaudited - see Notice to Reader)



#### **Notice To Reader**

On the basis of information provided by management, we have compiled the balance sheet of Urbancorp Inc. as at December 31, 2015 and the statements of loss and deficit for the period then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Toronto, Ontario January 11, 2017

MNPLLP

Chartered Professional Accountants Licensed Public Accountants



AON .. BESTEMPLOYER ACCOUNTING > CONSULTING > TAX SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4 1.877.251.2922 T: 416.596.1711 F: 416.596.7894 MNP.ca

Urbancorp Inc. Balance Sheet As at December 31, 2015 (Unaudited - see Notice to Reader)

	2015
Assets	
Loans receivable	60,081,605
Investment in Cumberland 2 LP	20,404,403
Investment in Cumberland 1 LP	18,638,140
Prepaid financing fee	5,395,028
Cash and cash equivalents	4,855,821
Restricted and earmarked deposits	3,014,456
Investment in Urbancorp Realtyco Inc.	1,734,482
Harmonized sales tax receivable	135,537
Investment in Urbancorp Power Holdings Inc	10
	114,259,482
Liabilities	
Bond payable	64,170,783
Accounts payable and accrued liabilities	853,691
Advances from related parties	603,927
Interest payable	257,657
	65,886,058
Shareholders' equity	
Share capital	48,520,377
Deficit	(146,953)
	48,373,424
	114,259,482

#### Approved on behalf of the Board

<u>[signed]</u> Director

<u>[signed]</u> Director

# Urbancorp Inc. Statement of Loss and Deficit For the period ended December 31, 2015 (Unaudited - see Notice to Reader)

	2015 (6 months)
Expenses	
General and administrative expenses	220,090
Selling and marketing expenses	5,123
Interest and bank charges	191
·	225,404
Loss from operations	(225,404)
Foreign exchange gain(loss)	78,451
Loss before income taxes	(146,953)
Net loss	(146,953)
Retained earnings (deficit), beginning of year	-
Deficit, end of year	(146,953)

This is Exhibit "N" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018

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Commissigher for Taking Affidavits (or as may be)

JEREMY SACKS

#### **Jeremy Sacks**

From: Sent: To: Cc: Subject: Schwill, Robin <rschwill@dwpv.com> Thursday, March 29, 2018 10:32 AM Kevin Sherkin Rabinovitch, Neil; Jeremy Sacks; Michelle Cruz RE: Speedy

Kevin,

The response to your questions are as follows:

1. The funding pursuant to the Israeli bond prospectus closed on December 10, 2015

2. The Intercompany Bay LP payable is made up of:

Entity	Amount
Bridge on King Inc	1,937,091
The Townhouses of Hogg's Hollow Inc	1,382
TCC/Urbancorp Bay LP	407
Urbancorp (952 Queen West) Inc.	11,000
	1,949,880

I assume that this means that you will not be seeking to conduct any 39.03 examinations which were to be done either this week or next.

We will not be cross-examining your affiant.

Robin B. Schwill | <u>Bio</u> | <u>vCard</u> T 416.863.5502 rschwill@dwpv.com

#### DAVIES

155 Wellington Street West Toronto, ON M5V 3J7 dwpv.com

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From: Kevin Sherkin [mailto:Kevin@LSBLAW.com] Sent: March 26, 2018 1:09 PM To: Schwill, Robin Cc: Rabinovitch, Neil; Jeremy Sacks; Michelle Cruz Subject: Speedy

Robin

I have a couple questions for the monitor:

- 1. In Saskin's original affidavit dated May 13, 2016 at paragraph 18 18 he talks about a prospectus relating to the raising funds in Israel. Can you please advise the date of the closing of that funding.
- 2. In the King residential balance sheet you sent me as at November 8, 2015 it lists in liabilities intercompany payable bay entities \$1,949,880. Can you please confirm that the intercompany is owed to Bridge on King Inc.

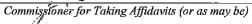
Kevin D. Sherkin Levine Sherkin Boussidan A Professional Corporation of Barristers 23 Lesmill Road., Suite 300 Toronto, Ontario M3B 3P6 (416) 224-2400 (416) 224-2408 (fax)

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This is Exhibit "O" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018

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0042

Court File No. 31-2117602 Estate File No. 31-2117602

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALAN SASKIN

#### FIRST REPORT TO THE COURT OF THE FULLER LANDAU GROUP INC. IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALAN SASKIN

#### MAY 24, 2016

#### INTRODUCTION

- On April 29, 2016, Mr. Alan Saskin ("Mr. Saskin") filed with the Official Receiver a Notice of Intention to Make a Proposal ("NOI"), pursuant to subsection 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA"). On the same date the Office of the Superintendent of Bankruptcy confirmed the filing. The Fuller Landau Group Inc. was named as proposal trustee ("FL" or the "Proposal Trustee") under the NOI.
- 2. Mr. Saskin has attempted over a number of months to reach informal settlements with certain creditors but without overall success. As well, as a result of various restructuring proceedings of entities owned directly or indirectly by Mr. Saskin, litigation including proceedings in Israel, and *Construction Lien Act (Ontario)* breach of trust claims, Mr. Sasksin required a stay of proceedings in order to bring stability to his personal creditor situation. The principal purpose of these proceedings is to create a stabalized environment to allow Mr. Saskin to formulate and implement a workable proposal to his creditors in light of the ongoing corporate restructurings.
- 3. A copy of the notice of the NOI (the "Notice") and related documents was mailed to all known creditors by the Trustee on May 6, 2016.

- 0043
- On May 9, 2016, the Cash-Flow Statements, the Insolvent Person's Reports on Cash-Flow Statements, and the Trustee's Report on Cash-Flow Statements for Mr. Sasksin was filed with the Official Receiver.

-2-

#### PURPOSES OF THIS REPORT

- 5. The purposes of this first report (the "First Report") are to;
  - a. provide the Court with background information regarding Mr. Saskin's circumstances and the filing of the NOI;
  - b. update the Court with respect to the Mr. Saskin's receipts and disbursements;
  - provide the Court with the Proposal Trustee's recommendation that the Court make an Order approving Mr. Saskin's request to extend the time for filing a proposal to July 11, 2016;
- 6. In preparing this Report, the Proposal Trustee has relied on discussions with Mr. Saskin and his lawyers and accountants and the review of certain documents provided by these parties. Some of the information used in preparing this Report consists of financial projections. The Proposal Trustee cautions that these projections are based upon assumptions about future events and conditions that are not ascertainable. Mr. Saskin's actual cash flows may vary from the Cash Flow Projection, even if the hypothetical and probable assumptions contained therein materialize, and the variations could be significant.

#### BACKGROUND

7. Mr. Saskin is the president and shareholder of Urbancorp Holdco Inc., which in turn owns 100% of Urbancorp Inc., a real estate development company that owns numerous corporate entities, including general partnerships, limited partnerships and corporations (collectively, the "Urbancorp Group"). Mr. Saskin founded the Urbancorp Group's real estate development business in 1991. The Urbancorp Group generally uses single purpose project specific corporations to engage in the development, construction and sale of residential properties in the greater Toronto area.

### 0044

8. As noted in Mr. Saskin's affidavit dated May 20, 2016, in April 2016, certain of the companies controlled by and owned indirectly by Mr. Saskin filed NOIs naming KSV Kofman Inc. as proposal Trustee. Most of those proceedings were converted to proceedings under the *Companies' Creditors Arrangement Act* ("CCAA"), and several additional companies in the Urbancorp Group were added as applicants under the CCAA. In addition, Urbancorp Inc. is subject to court proceedings in Israel, which commenced on or about April 24, 2016 pursuant to an Order of the Israeli Court which subsequently has been recognized by the Ontario Superior Court of Justice ("Commercial List").

- 3 -

- 9. Certain other companies within the Urbancorp Group, namely Bosvest Inc. ("Bosvest"), Edge Residential Inc. ("Edge Residential") and Edge on Triangle Park Inc. ("Edge Triangle") have filed NOIs naming FL as Proposal Trustee and these filings are addressed in a separate report of FL. As well, on May 20, 2016, Urbancorp Cumberland 2 GP Inc. and Urbancorp Cumberland 2 L.P. filed NOIs naming FL as proposal trustee, as it came to light after filing the NOIs for Bosvest, Edge Residential and Edge Triangle that pursuant to declarations of trust, the beneficial interests in the properties held by Edge Residential and Edge Triangle are ultimately held by Urbancorp Group's management that the assets of Edge Triangle and Edge Residential remain available to satisfy their indebtedness to their respective creditors.
- 10 In addition to owning 100 common shares of Urbancorp Holdco Inc., we are advised Mr. Saskin also owns 100% of the common shares of the Urbancorp Toronto Management Inc. ('UTMI"), and all or substantially all of a limited partnership TTC/Urbancorp (Bay) LP as well as the common shares of 2390645 Ontario Inc., Urbancorp (Eastern) Inc., Urbancorp (Logan) Inc. Urbancorp (National) Inc., Urbancorp (Yonge) Developments Inc., and Urbancorp (Downtown) Developments Inc. The Proposal Trustee is in the process of compiling of detailed listing of all of Mr. Saskin's shareholdings and the information herein may be subject to revision.
- 11. Mr. Saskin is facing a number of claims and lawsuits including a class action lawsuit, breach of trust claims under the *Construction Lien Act (Ontario)* and direct claims to creditors for money borrowed by way of promissory notes. As well, Mr. Saskin has personally guaranteed

a substantial portion of the Urbancorp Group's indebtedness. As such, many of his creditors will be participants under the various proposals or plans which may be presented by the Urbancorp Group. Accordingly, the actual indebtedness which Mr. Saskin may be dealing with in his personal proposal will vary with the recoveries under such proposals or plans.

- 4 -

#### CASH FLOWS

- 12. On May 9, 2016, the Proposal Trustee filed the cash flow projection and related reports required by s.50.4(2) of the BIA (the "Cash Flow Projection") and a copy is attached as Appendix "A". The Cash Flow Projection covers the period April 30, 2016 to July 30, 2016.
- 13. Currently, Mr. Saskin has no monthly income and all of his personal expenses are paid by either his spouse or by family trusts in which Mr. Saskin is not the beneficiary.
- 14. In light of Mr. Saskin's personal financial circumstances and the manner in which his personal expenses are paid, the Cash Flow Projection has no forecast receipts or disbursements.

#### EXTENSION OF TIME FOR FILING A PROPOSAL

- 15. In light of the ongoing restructurings under the BIA and CCAA of many entities of the Urbancorp Group, Mr. Saskin's proposal will be in part dependent on the various outcomes of the BIA and CCAA proceedings. As such, Mr. Saskin is seeking a 45 day extension of the time permitted to file a Proposal under the BIA to allow him to better understand the possible outcomes from these various proceedings and to provide time to formulate a proposal for presentation to his creditors taking into account these outcomes.
- 16. The Proposal Trustee supports Mr. Saskin's request for an extension and based on its involvement in this matter to date is of the opinion that:
  - a. Mr. Saskin has acted and is acting in good faith and with due diligence;

- 0046
- b. the extension will allow additional time to understand the various outcomes of the BIA and CCAA proceedings and litigation and Mr. Saskin would likely be able to make a viable proposal if the extension being applied for is granted; and

- 5 -

c. no creditor will be materially prejudiced if the extension being applied for is granted.

#### RECOMMENDATION

17. Based on the foregoing, the Proposal Trustee recommends that this Court make an Order granting a 45 day extension of the time permitted for Mr. Saskin to file a Proposal.

All of which is respectfully submitted on this 24<sup>th</sup> day of May, 2016.

#### THE FULLER LANDAU GROUP INC.

in its capacity as licensed insolvency trustee under the Notice of Intention to make a proposal of Mr. Alan Saskin and not/n its personal capacity

Per:

Gary/Abrahamson CA, CPA, CIRP

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## 0048

Court File No. 31-2117551 Estate File No. 31-2117551

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BOSVEST INC.

Court File No. 31-2117584 Estate File No. 31-2117584

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE ON TRIANGLE PARK INC.

Court File No. 31-2117564 Estate File No. 31-2117564

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE RESIDENTIAL INC.

#### FIRST REPORT TO THE COURT OF THE FULLER LANDAU GROUP INC. IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF BOSVEST INC., EDGE ON TRIANGLE PARK INC. AND EDGE RESIDENTIAL INC.

#### MAY 24, 2016

6**79**<sup>°</sup> 338

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#### INTRODUCTION

1. On April 29, 2016, Bosvest Inc. ("Bosvest"), Edge on Triangle Park Inc. ("Edge Triangle") and Edge Residential Inc. ("Edge Residential", and together with Bosvest and Edge Triangle, the "Edge Companies") each filed with the Official Receiver a Notice of Intention to Make a Proposal ("NOI"), pursuant to subsection 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA"). On the same date the Office of the Superintendent of Bankruptcy confirmed the filings. The Fuller Landau Group Inc. was named as proposal trustee ("FL" or the "Proposal Trustee") under the NOIs.

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- 2. The principal purpose of these proceedings is to to create a stabilized environment to allow the Edge Companies to consider their restructuring options, including options available to the Edge Companies to realize the best value from their assets within these proceedings.
- 3. A copy of the notice of the NOIs (the "Notices") and related documents was mailed to all known creditors by the Trustee on May 6, 2016.
- 4. On May 9, 2016, the Cash-Flow Statements, the Insolvent Person's Reports on Cash-Flow Statements, and the Trustee's Reports on Cash-Flow Statements for the Edge Companies were filed with the Official Receiver.
- 5. Information regarding theses proceedings has been posted to the Proposal Trustee's website at fullerllp.com/selected-active-engagements/.

#### PURPOSES OF THIS REPORT

- 6. The purposes of this first report (the "First Report") are to:
  - a. provide the Court with background information regarding the Edge Companies' operations and circumstances leading to the filing of the NOIs;
  - b. update the Court with respect to the Edge Companies' receipts and disbursements and status of its bank accounts;

c. provide the Court with the Proposal Trustee's recommendation that the Court make an Order approving;

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 the Edge Companies' request to extend the time for filing a proposal to July 11, 2016;

 the Proposal Trustee administering and operating trust accounts in the name of Edge Triangle and Edge Residential and collecting receipts and making disbursements at the direction of Edge Triangle and Edge Residential and in accordance with their respective cash flow forecasts (as defined below);

- iii. a charge in the maximum amount of \$250,000 in favour of the Edge
  Companies' legal counsel, FL in its capacity as Proposal Trustee and Goldman
  Sloan Nash & Haber LLP ("GSNH") as the Proposal Trustee's legal counsel
  (collectively, the "Administrative Professionals") to secure payment of their
  reasonable fees and disbursements; and
- iv. the consolidation of the Companies' NOIs for procedural purposes.
- 7. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information of the Edge Companies, the Edge Companies' records, financial statements and discussions with the Edge Companies' management and employees. While the Proposal Trustee has reviewed various documents provided by the Edge Companies and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises ("ASPE") or International Financial Reporting Standards ("IFRS"). Accordingly, the Proposal Trustee expresses no opinion or other form of assurance pursuant to ASPE or IFRS with respect to such information.

8. Some of the information used in preparing this Report consists of financial projections. The Proposal Trustee cautions that these projections are based upon assumptions about future events and conditions that are not ascertainable. The Edge Companies' actual results may vary from the Cash Flow Projections, even if the hypothetical and probable assumptions contained therein materialize; and the variations could be significant.

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#### BACKGROUND

- 9. The Edge Companies form part of a group of entities (the "Urbancorp Group") that are ultimately owned by Urbancorp Inc. ("Urbancorp"). Urbancorp is owned through a holding company by Mr. Alan Saskin, was founded in 1991, and is a real estate development company which has developed, constructed, and sold numerous residential projects. In addition, Urbancorp owns certain rental units and other assets (e.g. geothermal assets).
- Bosvest, Edge Triangle and Edge Residential are Ontario corporations carrying on business from the Urbancorp Group's head office located at 120 Lynn Williams Street, Suite 2A, Toronto, Ontario,
- 11. Bovest was incorporated on December 31, 2004 and is a holding company which currently owns 100% of the shares of the Edge Triangle and Edge Residential entities. In 2010, Bosvest, enterered into a co-tenancy agreement with 994697 Ontario Inc. (an arms-length entity) to construct the Edge Triangle project (the "Edge Triangle Project") and held a 66.67% interest in Edge Triangle. On June 22, 2015, the co-tenancy agreement was terminated and the remaining unsold units in the project were divided between the partners.
- 12. Bosvest's assets consist of its investment in Edge Triangle and certain limited accounts receivable. As at the date of the NOI filing, according to Bosvest's books and records, it owed \$5,412,303.12, which is comprised of intercompany indebtedness to various Urbancorp Group entities and a secured loan to Terra Firma Capital Corporation in the amount of \$486,292.07.
- 13. Edge Triangle was incorporated on February 9, 2010 and was the developer of the Edge Triangle Project which is a mixed-use project consisting of rental and development portions.

The Edge Triangle Project consists of two towers of 21 and 22 stories built on top of a 7 story podium with a total above grade buildable floor area of 690,678 sq. ft, consisting of 666 residential units, 38,958 sq. ft. of office space, and commercial space with a total area of 3,700 sq. ft. Construction was substantially completed in May, 2015.

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- 14. At the time of the NOI filing, Edge Triangle owned 5 residential condominium units, 5 retail condominium units, and the 38,958 sq. ft. of office space, the latter being subject to section 37 Planning Act and related agreements with the City of Toronto.
- 15. Edge Triangle's assets consist of the real estate assets set out in the paragraph above and also include an amount due from Edge Residential related to the transferred condominium units (dicussed in the next paragraph), amounts held in trust by Harris Sheaffer LLP ("HS") (the Edge Companies real estate counsel), a loan receivable from the Edge Triangle Project condominium corporation, and amounts due from other Urbancorp Group entities. As at the date of the NOI filing, according to Edge Triangle's books and records it owed \$27,532,415.09 which is comprised of amounts due to trade creditors including lien claimants, government agencies, real estate brokers, and significant intercompany indebtedness to various Urbancorp Group entities.
- 16. Edge Residential was incorporated on April 10, 2015 and owns 32 condominum units that were transferred to Edge Residential from Edge Triangle on or about July 2015. At the time of the NOI filing, 19 units are being rented and the remaining 13 units are vacant with limited construction remaining on certain units (i.e. installation of appliances, countertops, etc.).
- 17. Edge Residential's assets consist of the real estate assets set out in the paragraph above and amounts due from other Urbancorp Group entities. As at the date of the NOI filing, according to Edge Triangle's books and records it owed \$7,203,299.88 which is comprised of amounts due to trade creditors and government agencies, lien claimants, and intercompany indebtedness to various Urbancorp Group entities including to Edge Triangle in respect of the transferred condominium units.
- 18. Subsequent to filing the NOIs for the Edge Companies, FL was advised that in December 2015, declarations of trust were entered into causing the beneficial ownership of the assets in

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Edge Triangle and Edge Residential to be held by Urbancorp Cumberland 2 L.P. ("Cumberland 2 LP"). The Proposal Trustee has reviewed the declarations and discussed the declarations with the Edge Companies' advisors who confirmed that the assets remain available to satisfy the claims of the Edge Companies' creditors. As well, on May 20, 2016, Cumberland 2 LP and its general partner, Urbancorp Cumberland 2 GP Inc. filed NOIs, naming FL as proposal trustee.

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- 19. The Edge Companies do not have any employees. Services to the Edge Companies as required are provided by Urbancorp Toronto Management Inc., a related entity.
- 20. In light of several filings under the BIA of various other entities of the Urbancorp Group, creditor actions directly affecting the Edge Companies, and its unsuccessful attempts to negotiate repayment arrangements with certain creditors, Management concluded a formal process was required in order to provide stability to the Edge Companies restructuring initiatives.
- 21. In addition to the NOI filings of the Edge Companies, various other entities in the Urbancorp Group filed NOIs in April, 2016 with KSV Kofman Inc. As well, on May 18, 2016 many of those proceedings were converted to proceedings under the *Companies Creditors Arrangement Act* (the "CCAA") and various other entites in the Urbancorp Group were included as applicants in the CCAA. In addition Urbancorp is subject to court proceedings in Israel which commenced on or about April 24, 2016 pursuant to an Order of the Israeli Court which subsequently has been recognized by the Ontario Superior Court of Justice ("Commercial").
- 22. The Proposal Trustee has received a number of enquiries concerning the transfer of units among the Edge Companies and otherwise. The Proposal Trustee is making enquiries of the Edge Companies and Mr. Saskin in order to obtain the necessary facts and documentation to better understand the nature and purpose of any such transfers and to address the specific concerns expressed concerning such transfers and will report on its findings. The Edge Companies and Mr. Saskin have been cooperative and forthcoming in respect of these enquiries and the Proposal Trustee does not anticipate difficulties in collecting the necessary information to report on such transactions.

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#### CASH FLOWS

23. On May 9, 2016, the Proposal Trustee filed the cash flow projections and related reports required by s, 50.4(2) of the BIA for each of Bosvest, Edge Triangle and Edge Residential (the "Cash Flow Projections"). Copies of the Cash Flow Projections are attached as Appendix "A". The Cash Flow Projections cover the period April 30, 2016 to July 30, 2016.

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- 24. Prior to the filing of the NOIs, the Edge Companies did not operate their own bank accounts, and banking arrangements and related services were provided to the Edge Companies by Urbancorp Residential Inc. ("Urbancorp Residential"), a related entity. We understand that Urbancorp Residential has filed for protection under the CCAA. In order to assist the Edge Companies with their cash management processes, the Proposal Trustee has opened a trust account for each of Edge Triangle and Edge Residential at a Canadian Chartered Bank.
- 25. The Proposal Trustee is recommending that it be allowed to operate these trust accounts on behalf of Edge Triangle and Edge Residential and to deposit all receipts into the respective bank accounts and issue disbursments at the direction the Edge Residential and Edge Triangle and in accordance with the Cash Flow Projections,

26. During the period April 30 to May 20, 2016, Edge Triangle projected the following:

- a. Cash receipts totalling \$57,160 comprising a \$7,000 payment from Urbancorp Residential for an account receivable due of approximately \$30,000 and a \$50,160 payment from a HS. Neither of these amounts have been paid to Edge Triangle. FL understands that HS may not release these funds without a court order and the Proposal Trustee has been corresponding with HS's insolvency counsel in this regard;
- b. Cash Disbursements totalling \$6,738 for maintenance fees, management fees and construction costs. As no receipts have been collected, these disbursements have not been made.
- 27. During the period April 30 to May 20, 2016, Edge Resideintal projected the following receipts and disbursements:

- Cash receipts totalling \$43,000 being a payment from Urbancorp Residential against an account receivable due of approximately \$200,000. This payment was not made to Edge Residential; and
- b. Cash disbursements totalling \$28,111 for maintenance fees due to the condominium corporation, management fees and construction costs. As no receipts have been collected, these disbursements have not been made and no construction has commenced.
- 28. The Cash Flow Forecasts contemplate that professionals will be paid from the Proposal Trustee's retainers on hand and would be secured under the Administrative Professionals. Charge (defined in Paragraph 33) requested in this Report. As discussed in the Affidavit of Mr. Alan Saskin sworn May 20, 2016, the Edge Companies will most likely be seeking DIP financing in order to pay professional fees and other costs.

#### EXTENSION OF TIME FOR FILING A PROPOSAL

- 29. The Edge Companies initial 30 day stay period expires on May 28, 2016. The Edge Companies are currently assessing restructuring options, including asset sales and processes, and formulating a proposal to creditors.
- 30. The Proposal Trustee is of the opinion that the realization of the Edge Companies assets will be enhanced with the Edge Companies remaining in possession and control and subject to the Proposal Trustee's ongoing role.
- 31. The Edge Companies are seeking a 45 day extension of the time permitted to file a Proposal under the BIA to allow it to continue to formulate its asset realization strategy and formulate a proposal or proposals for presentation to creditors.
- 32. The Proposal Trustee supports the Edge Companies' request for an extension and based on its involvement in this matter to date is of the opinion that:
  - a. the Edge Companies have acted, and are acting in good faith and with due diligence;

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b. the extension will allow additional time for the Edge Companies to formulate a realization strategy, deal with the complexities of its filings and the related filings of the Urbancorp Group and would likely be able to make a viable proposal or proposals if the extension being applied for is granted; and

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c. no creditor will be materially prejudiced if the extension being applied for is granted,

#### ADMINISTRATIVE PROFESSIONALS CHARGE

- 33. In order to protect the fees and expenses of the Administrative Professionals, the Edge Companies are seeking a charge (the "Administrative Professionals Charge") on the assets, properties and undertakings (the "Assets") of the Edge Companies to secure payment of the reasonable fees and expenses of the Administrative Professionals in the amount of \$250,000.
- 34. The Edge Companies are requesting that the Administrative Professionals Charge rank in priority to the claims of all secured creditors, lien claiments, and unsecured creditors over the Assets of the Edge Companies. Notwithstanding this, if other arrangements can be made for securing the payment of professional fees including the utilization of the proceeds of asset sales these arrangements can be revisited.
- 35. The Proposal Trustee recommends the Administrative Professional Charge be approved for the following reasons:
  - a. the Administrative Professionals have contributed and continue to contribute to the restructuring and the planned proposal or proposals; and
  - b. the Edge Companies currently do not have sufficient cash flow to satisfy the fees and disbursements of the Administrative Professionals and the Administrative Professional Charge is sought to protect the Administrative Professionals in the event the restructuring is not successful.

#### CONSOLIDATION OF ESTATES

36. The Proposal Trustee recommends procedurally consolidating the Edge Companies' proposal proceedings for the following reasons:

a. Consolidating the procedural aspects of the proposals may result in potential cost savings to the estates as it eliminates the duplication of certain activities; and

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b. The consolidation of the estates for procedural purposes will not prejudice any creditor:

#### RECOMMENDATION

37. Based on the foregoing, the Proposal Trustee recommends that this Court make an Order granting the relief detailed in paragraph 6(c) of this Report.

All of which is respectfully submitted on this 24<sup>th</sup> day of May, 2016.

#### THE FULLER LANDAU GROUP INC.

in its capacity as licensed insolvency trustee under the Notices of Intention to make a proposal of Bosvest Inc., Edge on Triangle Park Inc., and Edge Residential Inc. and not it its

personal capacity / Per: Gary/Abrahamson CA, CPA, CIRP

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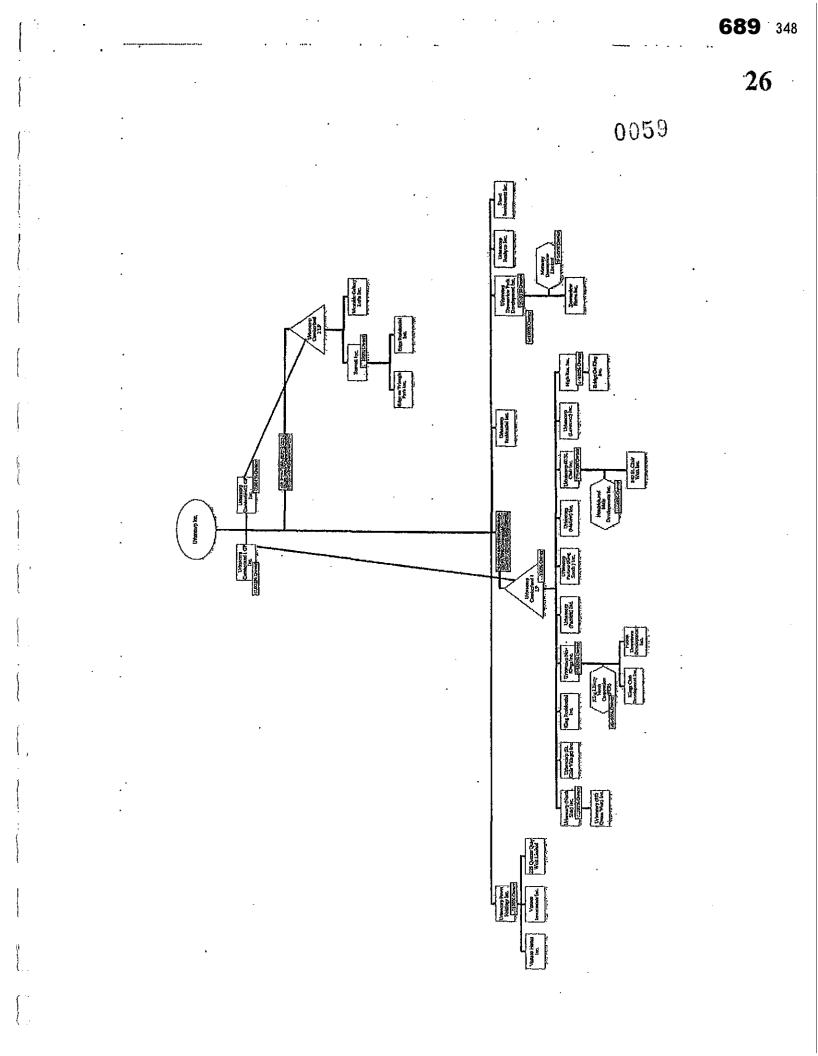
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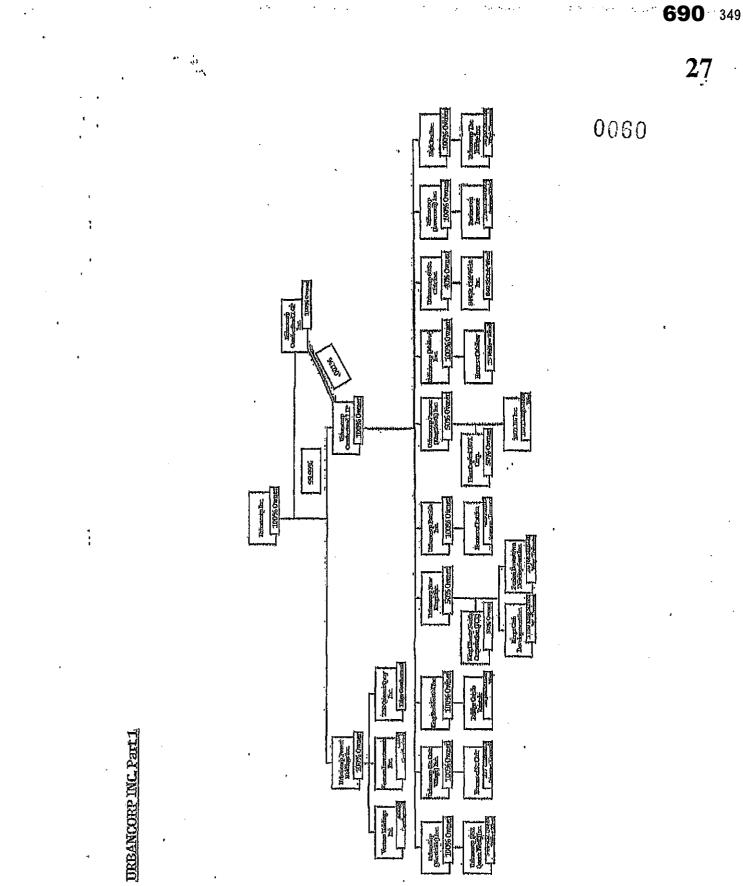
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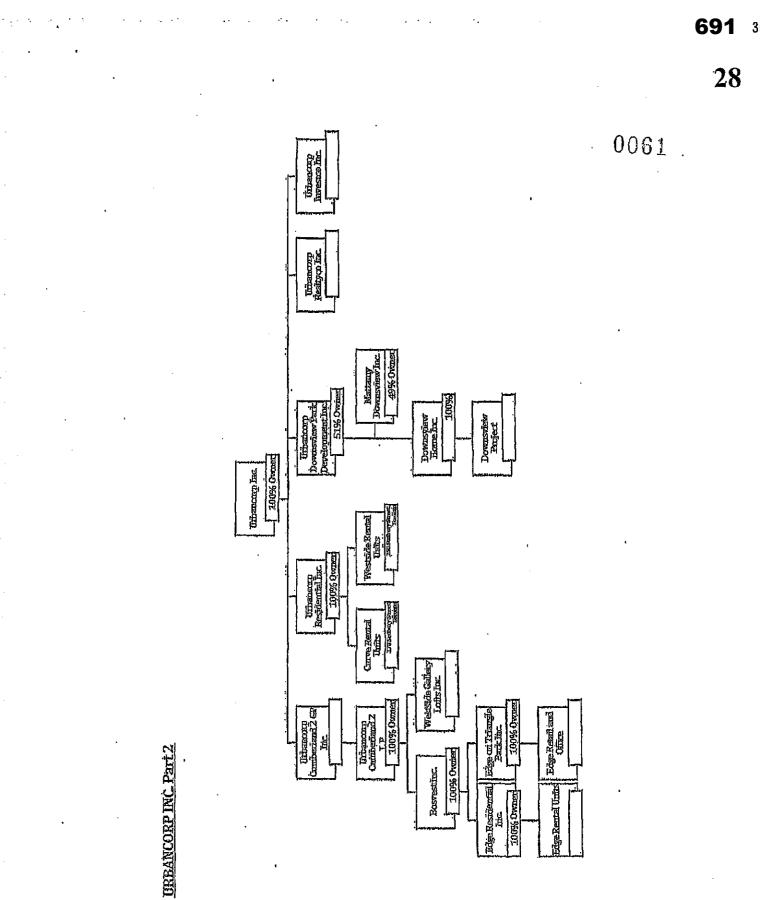
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Court File No. 31-2117551 Estate File No. 31-2117551

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF URBANCORP CUMBERLAND 2 GP INC, AND URBANCORP CUMBERLAND 2 L.P.

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BOSVEST INC.

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE ON TRIANGLE PARK INC.

#### IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE RESIDENTIAL INC.

#### THIRD REPORT TO THE COURT OF THE FULLER LANDAU GROUP INC. IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF URBANCORP CUMBERLAND 2 GP INC., URBANCORP CUMBERLAND 2 L.P., BOSVEST INC., EDGE ON TRIANGLE PARK INC. AND EDGE RESIDENTIAL INC.

#### AUGUST 18, 2016

#### INTRODUCTION AND BACKGROUND

 On April 29, 2016, Bosvest Inc. ("Bosvest"), Edge Residential Inc. ("Residential") and Edge on Triangle Park Inc. ("Triangle", and together with Bosvest and Residential, the "Edge Companies") each filed with the Official Receiver a Notice of Intention to Make a Proposal ("NOI"), pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). The Fuller Landau Group Inc. was named as proposal trustee ("FL" or the "Proposal Trustee") under the NOIs.

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Property Tax Funds on hand. This recommendation is based on the Proposal Trustee's view that it would be unfair to burden the Cumberland Group's creditors with these expenses.

#### CASH FLOW RESULTS

- 44. On July 6, 2016, in support of the Cumberland Group's stay extension request to August 26, 2016, the Proposal Trustee filed cash flow projections with the Court for the period July 3, 2016 to October 1, 2016.
- 45. As previously reported in the Proposal Trustee's prior reports to Court, Triangle and Residential are the only two companies in the Cumberland Group that have ongoing cash receipts and disbursements. Bosvest is a holding company which owns 100% of the shares of Triangle and Residential, and has no operations or employees and accordingly no cash flow activity.
- 46. Cumberland 2 GP and Cumberland 2 LP are subsidiaries of Urbancorp Inc. and Cumberland 2 LP is the beneficial owner of the assets held by Triangle and Residential. The Cumberland Companies do not have any operations or employees and accordingly no cash flow activity.
- 47. The Edge Companies did not operate their own bank accounts and pursuant to the Edge Companies First Extension Order, FL has opened trust accounts on behalf of Edge Triangle and Edge Residential and has made certain deposits and issued various disbursements as detailed in the paragraphs below.
- 48. Edge Triangle's actual cash flow results for the period from July 3, 2016 to August 6, 2016 is summarized below:

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This is Exhibit "P" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018

Commissioner for Taking Affidavits (or as may be)

JEREMY SACKS

### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) [IN BANKRUPTCY]

Court File No. 31-2117551 Court File No. 31-2117584 Court File No. 31-2117564 Court File No. 31-2117602 355

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IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF BOSVEST INC., EDGE RESIDENTIAL INC., EDGE ON TRIANGLE PARK INC., and ALAN SASKIN

#### AFFIDAVIT OF ALAN SASKIN (Sworn May 20, 2016) (On Motion for Extension of Time to File Proposals)

I, ALAN SASKIN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole officer and director of Bosvest Inc. ("Bosvest"), Edge Residential Inc. ("Residential") and Edge on Triangle Park Inc. ("Triangle") (Bosvest, Residential and Triangle are collectively referred to as the "Edge Companies"). Each of the Edge Companies and I have filed Notices of Intention to Make a Proposal ("NOIs") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") in respect of which the orders requested in the within motion are sought and as such, I have knowledge of the matters set out below.

#### Overview

2. The Edge Companies are indirect subsidiaries of Urbancorp Inc. ("UCI"), which is the 100% shareholder of Urbancorp Cumberland 2 GP Inc. ("Cumberland 2 GP"), which in turn is the general partner of Urbancorp Cumberland 2 LP ("Cumberland 2 LP"), which is the sole shareholder and beneficial owner of the assets of Bosvest and an indirect shareholder of Residential and Triangle. Cumberland 2 LP is also the sole shareholder of Westside Gallery Lofts Inc. ("Westside Gallery"). The Edge Companies, Cumberland 2 GP, Cumberland 2 LP and Westside Gallery are collectively referred to herein as the "Cumberland 2 Group". A copy of the UCI's basic organizational chart showing the Cumberland 2 Group and their relationship to UCI is attached hereto as Exhibit "A".

3. On May 18, 2016, the *Ontario Superior Court of Justice* (Commercial List) (the "**Ontario Court**") issued the following Orders in respect of UCI and certain of its subsidiaries, excluding the Cumberland 2 Group:

an Initial Recognition Order (Foreign Main Proceeding), recognizing proceedings (the "Israeli Proceedings") commenced in the District Court of Tel Aviv-Yafo, Israel (the "Israeli Court") on April 25, 2016 as the foreign main proceeding in respect of UCI pursuant to Part IV of the *Companies' Creditors Arrangement Act* ("CCAA") and recognizing Guy Gissin, the Functionary Officer and foreign representative of UCI appointed by the Israeli Court as the "Foreign Representative";

b. a Supplemental Order (Foreign Main Proceeding), which inter alia, appointed

KSV Kofman Inc. ("KSV") as the "Information Officer" of the Ontario Court in respect of the Israeli Proceedings and set out the powers of the Information Officer; and

c. an Initial Order pursuant to the CCAA (the "CCAA Initial Order") in respect of most of the direct and indirect subsidiaries of UCI (the "CCAA Companies"), but not including any of the companies in the Cumberland 2 Group. Pursuant to the CCAA Initial Order, KSV was appointed as monitor (the "Monitor") in respect of the CCAA Companies with enhanced powers to oversee and manage the business and operations of the CCAA Companies, and a protocol was approved for cooperation between the Monitor and the Foreign Representative.

Copies of the aforementioned Orders are attached as Exhibit "**B**" (Initial Recognition Order), Exhibit "**C**" (Supplemental Order (Foreign Main Proceeding) and Exhibit "**D**" (CCAA Initial Order).

4. As noted above, the Cumberland 2 Group is not a debtor in either the aforementioned CCAA proceedings or the Israeli Proceedings. On April 29, 2016, each of the Edge Companies and I filed NOIs with the Office of the Superintendent of Bankruptcy Canada, with The Fuller Landau Group Inc. ("FL") as proposal trustee (the "Proposal Trustee"). The NOI proceedings in respect of the Edge Companies have been kept separate from the CCAA proceedings in respect of UCI's other subsidiaries as the Edge Companies are dealing primarily with claims of direct trade creditors and construction lien claimants as opposed to the Israeli bondholder claims and other claims being dealt with by UCI and the CCAA Companies. However, since UCI is the parent of the Cumberland 2 Group and there are intercompany claims between some of the CCAA

Companies and companies in the Cumberland 2 Group, the Proposal Trustee has kept Canadian counsel for the UCI Foreign Representative and the Monitor for the CCAA Companies apprised of the Edge Companies' NOI proceedings and has informed me that it intends to continue to keep them so apprised and consult with them in connection with their respective interests in the Cumberland 2 Group.

5. The stay of proceedings provided by the NOIs in respect of each of the Edge Companies and myself will expire on May 28, 2016. As explained in greater detail below, the Edge Companies and I have been engaged for several months in attempting to reach informal settlements with creditors but without overall success. In light of the Isreali Proceedings in respect of UCI and the insolvency proceedings commenced in respect of the other companies within the Urbancorp group, the NOI proceedings in respect of the Edge Companies were undertaken to ensure a fair, Court-supervised process to continue to see if a compromise or settlement can be achieved with creditors. I believe that an extension of time to file proposals is necessary to permit me and the Edge Companies to formulate, discuss and implement one or more workable proposals to creditors which will have their support and acceptance.

6. Without the extension, it is anticipated that the Edge Companies and I will not be in a position to make viable proposals before May 28, 2016 and will likely become bankrupt. If that happens, it will be to the detriment of the creditors of the Edge Companies and to my creditors. Moreover, none of my nor the Edge Companies' creditors would be materially prejudiced if the extensions are granted.

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7. At the present time, banking arrangements and related services are provided to the Edge Companies by Urbancorp Residential Inc. ("Urbancorp Residential"). Urbancorp Residential is one of the CCAA Companies. The Edge Companies do not presently have their own bank accounts to receive payments of rent from the rental units and from which to pay their expenses. Accordingly, interim arrangements have been made with the CCAA Monitor to permit Urbancorp Residential to continue to receive monthly rent cheques and to remit the money received to the Proposal Trustee for the benefit of Residential. The Proposal Trustee has opened trust accounts to accommodate these circumstances and the within motion requests that the Proposal Trustee be authorized by the Court to open and manage bank accounts for the Edge Companies to provide greater control over their cash management and avoid potential conflicts relating to the CCAA Companies.

8. Cash flows for each of the Edge Companies have been filed in connection with the NOI's and are attached as Exhibit "E" hereto and my personal cash flow filed in connection with the NOIs is attached as Exhibit "F". While there is not an immediate need for cash at this time, the Edge Companies will be exploring the availability of debtor in possession financing or other means of ensuring the Edge Companies can continue to meet their cash needs.

9. Among those cash needs are the amounts needed to fund professional fees throughout these proceedings. Until alternate arrangements can be made, the Edge Companies are seeking a charge in the amount of \$250,000 to secure the payment of professional fees and disbursements. Should money be made available through the sale of units or other appropriate means of raising cash, these arrangements can be revisited and reasonable adjustments made to address the then current circumstances.

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#### Bosvest

Bosvest is a corporation incorporated on December 31, 2004, pursuant to the laws of 10. In 2010, Bosvest contracted with a partner in a co-tenancy arrangement, whereby Ontario. Bosvest would hold a 66.67% interest in Triangle and the partner would hold a 33.33% interest in Triangle. In accordance with those arrangements, the partner and Bosvest built a mixed project which includes income producing and development parts which is known as the "Edge Project". The Edge Project consists of two towers of 21 and 22 stories built on top of a 7 story podium with a total above grade buildable floor area of approximately 690,678 sqft, consisting of 666 residential units. The bulk of those units have been sold and the co-tenancy arrangement with the aforementioned partner was terminated such that Bosvest is now the sole owner of Triangle. There are 32 residual unsold units which are still held by Residential as nominee for Cumberland 2 LP as rental units. Approximately 38,954 sq. ft. of vacant office space and 10 residential units, are held by Triangle, also as a nominee for Cumberland 2 LP. The beneficial interests in these properties are ultimately held by Cumberland 2 LP, which itself recently filed an NOI on May 20, 2016 with FL as Proposal Trustee.

#### Creditors of Bosvest

11. As disclosed in the list of creditors in the NOI filing, Bosvest has creditors who are owed approximately \$5.4 million according to its books and records. This list of creditors is attached as Exhibit "G" and may be subject to revisions as the Proposal Trustee receives any additional claims and reviews information relating to claims.

12. On May 16, 2016, a search of registrations against Bosvest was conducted under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the "**PPSA**"). The uncertified search results disclosed the following secured creditors for Bosvest (in order of their registration):

#### Creditor

Firm Capital Mortgage Fund Inc.

#### Terra Firma Capital Corporation

## General Collateral Description

Share pledge agreement respecting shares in the capital stock of Triangle Multiple Security

Attached as Exhibit "H" is a copy of the PPSA Search for Bosvest dated May 16, 2016. Bosvest and the Proposal Trustee are reviewing these registrations and the fact that they are listed herein is not an admission of the validity of their security or any claims the claimants may assert.

#### Funding during the NOI

13. Since Bosvest filed its NOI on April 29, 2016, Bosvest has incurred no cash needs other than funding of its professionals in connection with NOI proceedings and related matters.

#### Triangle

14. Triangle is a corporation incorporated on February 2, 2010 pursuant to the laws of Ontario. As mentioned above, I am the sole officer and director of Triangle. Among other things, as noted above Triangle owns as a nominee approximately 38,954 sq. ft. of vacant office space in

the Edge Project, which space is subject to a Section 37 (*Planning Act*) agreement with the City of Toronto, as well as 10 residential units.

#### Creditors of Triangle

15. As disclosed in the list of creditors in the NOI filing, Triangle's creditors are owed approximately \$27.5 million according to its books and records. This list of creditors is attached as Exhibit "I" and may be subject to revision as the Proposal Trustee receives any additional claims and reviews information relating to claims.

16. On May 16, 2016, a search of registrations against Triangle was conducted under the PPSA. The uncertified search results disclosed the following secured creditors for Triangle (in order of their registration):

#### **Creditor**

Aviva Insurance Company of Canada Bank of Montreal

Bank of Montreal

Terra Firma Capital Corporation

## General Collateral Description

Multiple security on property at 2-6 Lisgar Street, Toronto

Assignment of proceeds under an agreement between Epic on Triangle Park Inc. and the debtor dated June 20, 2012

Miller Waste Solutions Group Inc.	Two WSG Trisorter recycling systems. Forty floor control panels for automated recycling systems. Two WSG302 compactors. Two extension hoppers. Thirteen 3-yard garbage compaction containers (serial numbers G1 through G13). Thirteen 3-yard front end loading recycling containers (serial numbers S1through S7). Two WSG 2 <sup>nd</sup> generation odour controls. Three 3-yard non compaction garbage containers for the retail component.
Terra Firma Capital Corporation	Property used in connection with or situate at or arising from the ownership, development, use or disposition of the lands knowns as 2-6 Lisgar Street, Toronto and the proceeds thereof.

Attached as Exhibit "J" is a copy of the PPSA Search for Triangle dated May 16, 2016. Triangle and the Proposal Trustee are reviewing these registrations and the fact that they are listed herein is not an admission of the validity of their security or any claims that the claimants may assert.

#### Funding during the NOI

17. Triangle has approximately \$100,000 in trust funds held by its legal counsel. Its most pressing cash needs total approximately \$24,000 consisting of condominium fees, maintenance expenses, and small scale construction costs.

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18. Residential is a corporation incorporated on April 10, 2015 pursuant to the laws of Ontario of which I am the sole officer and director. Residential holds 32 condominium units in the Edge Project as a nominee for Bosvest though the ultimate beneficiary is Cumberland 2 LP.

#### **Creditors of Residential**

19. As disclosed in the list of creditors in the NOI filing, Residential has creditors who are owed approximately \$7.2 million according to its books and records. This list of creditors is attached as Exhibit "K" and may be subject to revision as the Proposal Trustee receives any additional claims and reviews information relating to claims.

20. On May 16, 2016, a search of registrations against Residential was conducted under PPSA. The uncertified search results disclosed the following secured creditors for Residential (in order of their registration):

#### **Creditor**

Terra Firma Capital Corporation

#### General Collateral Description

Assignment of rents with respect to various units at 2-6 Lisgar Street (36 Lisgar Street), Toronto Standard Condominium Plan No. 2448, City of Toronto

Attached as Exhibit "L" is a copy of the PPSA Search for Residential dated May 16, 2016. Residential and Proposal Trustee are reviewing these registrations and the fact that they are listed herein is not an admission of the validity of their security or any claims that the claimants may assert.

#### Funding during the NOI

21. Residential is awaiting the collection of approximately \$24,500 from Urbancorp Residential with respect to monthly rent for the rented Residential condominium units that were deposited into Urbancorp Residential's bank account. As well, ongoing rental revenue due to Residential but automatically deposited to Urbancorp Residential's bank account will be paid to Residential from Urbancorp Residential on a monthly basis. Residential's most pressing cash needs total approximately \$90,000 consisting of condominium fees, maintenance expenses, and limited construction costs.

#### Saskin

22. As set out more comprehensively in my affidavit sworn and filed in the CCAA Proceedings in respect of the CCAA Companies, I am the sole director and officer of the CCAA Companies and I felt it was appropriate to step back and to recommend that the Monitor be vested with enhanced powers as monitor to make material decisions in respect of the operation of the business and the conduct of the activities within the CCAA Proceedings, which I hope will have the effect of building stakeholder confidence and maximizing value in the restructuring process undertaken in the CCAA. Similarly, the Edge Companies were filed into NOI proceedings to ensure a fair, court-supervised process to try and reach a compromise with their creditors and maximize value for the creditors of the Cumberland 2 Group.

23. As an individual, I am currently facing a number of claims and lawsuits emanating from a variety of sources including class action lawsuits, breach of trust claims under the *Construction Lien Act (Ontario)* and direct claims for money borrowed or for loans which I have personally guaranteed. Prior to the filing of the NOI's I had been attempting to informally negotiate with creditors for forebearance of their claims against me. As a result of the quantum and diversity of such claims and increasingly evident realization that owing to the disposition of certain creditors it was not practical for me to continue to try and deal with these claims outside of a restructuring proceeding, I took the decision to file myself and the Edge Companies with a view to pursuing a workable solution in the form of a proposal.

#### Creditors of Saskin

24. In my list of creditors in the NOI filing, I have listed creditors who are owed approximately \$23 million. This list includes approximately \$14.073 million asserted by claimants in a class action claim filed in Israel, in respect of which my liability (if any) has not yet been determined. This list of creditors is attached as Exhibit "M" and may be subject to revision as the Proposal Trustee receives any additional claims and reviews information relating to claims.

25. On May 16, 2016, a search of registrations against me under PPSA was conducted. The uncertified search disclosed the following secured creditors (in order of their registration):

#### <u>Creditor</u>

MVL Leasing Limited MVL Financial Services Limited General Collateral Description 2014 Tesla S (VIN 5YJSA1H20EFP64795) 2005 Aston Martin DB9 (VIN SCFAD02A35GB03303)

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Terra Firma Capital Corporation	Negative pledge of shares in Urbancorp Holdco Inc. and Urbancorp Inc.
First Capital Realty Inc.	Late Renewal of Registration Number 20100608105215292677
Terra Firma Capital Corporation	Guarantee, & assignment & postponement given by the debtors in favour of the secured party which assigns and postpones all debts and liabilities owed by Urbancorp Holdco Inc. to the debtors.
Canadian Mortgage Servicing Corporation	Assignment and postponement in favour of the secured party of all indebtedness and liability of Urbancorp (Patricia) Inc. to the debtor(s) pursuant to guarantee given by the debtor to the secured party.
Canadian Imperial Bank of Commerce	Postponement of all claims of the debtors with respect to all debts and liabilities of Urbancorp (Leslieville) Developments Inc. to the debtors, all of which are postponed in favour of the secured party.
Terra Firma Capital Corporation	
Atrium Mortgage Investment Corporation	Guarantee and postponement of claim given by the debtors in favour of the secured party which assigns and postpones all debts and liabilities owed by Urbancorp (Patricia) Inc, to the debtors.
Atrium Mortgage Investment Corporation	Guarantee and postponement of claim given by the debtors in favour of the secured party which assigns and postpones all debts and liabilities owed by Urbancorp (Mallow) Inc. to the debtors.
Terra Firma Capital Corporation	Subordination and assignment re Urbancorp (Patricia) Inc. debt.
Laurentian Bank of Canada	Assignment of accounts owing by Urbancorp (Patricia) Inc. and assignment of choses-in-action and other claims which the debtor has against Urbancorp (Patricia) Inc.
Terra Firma Capital Corporation	

Terra Firma Capital Corporation

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Atrium Mortgage Investment Corporation	Guarantee and postponement of claim given by the debtors in favour of the secured party which assigns and postpones all debts and liabilities owed by Urbancorp (Bridlepath) Inc. to the debtors.
Laurentian Bank of Canada	Assignment of accounts owing by Urbancorp (Woodbine) Inc. and assignment of choses-in-action and other claims which the debtor has against Urbancorp (Woodbine) Inc.
Terra Firma Capital Corporation	Security interest in all of the debtor's right, title and interest in all personal property located at, arising from or used in connection with the lands and premises municipally known as 1780 Lawrence Avenue West, Toronto, including without limitation all present and future rents arising therefrom.
Terra Firma Capital Corporation	Postponement and assignment to and in favour of the secured party of all indebtedness and liability now or hereafter owing from Urbancorp (Lawrence) Inc. to the debtors.
Terra Firma Capital Corporation	
Terra Firma Capital Corporation	Guarantee and postponement of claim with respect to Urbancorp Old Mill Inc.
Hendrick and Main Developments Inc. First Capital 1071 Corporation	
Firm Capital Mortgage Fund Inc.	Postponement of claims.
Bank of Montreal, as administrative agent	Assignment of all claims owing by Urbancorp The Bridge Inc. in favour of Alan Saskin.

Attached as Exhibit "N" is a copy of the PPSA Search for me dated May 16, 2016. I and my Proposal Trustee are reviewing these registrations and the fact that they are listed herein is not an admission of the validity of their security or any claims the claimants may assert.

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#### Extension of Time for the NOI's

26. I am advised by my counsel, that the test for whether to extend the time for filing a proposal under an NOI may be summarized as follows:

- a. The person seeking the extension acted, and is acting, in good faith and with due diligence;
- b. The person seeking the extension would likely be able to make a viable proposal if the extension were granted; and

c. No creditor would be materially prejudiced if the extension were granted.

27. As noted above, I believe that the Edge Companies and myself have been acting in good faith with regard to all of their respective creditors and stakeholders and my own creditors by engaging in Court-supervised proceedings to ensure a fair process that seeks to maximize value. I also believe that the Edge Companies and I have been diligent in these efforts and have been working tirelessly over the past several months to address the challenges faced by our insolvencies. The restructuring of the Urbancorp group of companies is wide-ranging, and that of the Edge Companies while more self-contained still has multiple intercompany connections. As the principal equity holder at the top of the corporate chart, my proposal will depend on the various outcomes with respect to Urbancorp entities both within the CCAA proceedings, these NOI proceedings and beyond. The Edge Companies and I have retained a knowledgeable and effective Proposal Trustee and representation to deal with the complexities. By allowing time to deal with these complexities and work on a plan to maximize value for creditors, I believe that I

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and the Edge Companies will be able to preserve value and make a viable proposal to their creditors.

28. I also believe that given the supervision of these proceedings by the Proposal Trustee and the Court, no creditor will be prejudiced if the extension is granted and the additional time will permit the advancement of the formulation of a workable proposal.

#### Administration Charge

29. It is contemplated that FL, in its capacity as the proposal trustee of each of the Edge Companies, counsel to the Proposal Trustee, and counsel to the Edge Companies would be granted a court-ordered charge on the assets, property, and undertakings and any additions or replacements thereto of each of the Edge Companies to secure their fees and disbursements up to the maximum amount of \$250,000 (the "Administration Charge"). I am of the view that the Administration Charge is fair and reasonable in the circumstances and will help to ensure that the professionals engaged in the restructuring process will be able to carry out their work for the benefit of the creditors of the Edge Companies.

30. The nature of the Urbancorp group of companies' business and operations requires the expertise, knowledge, and continuing participation of the proposed beneficiaries of the Administration Charge in order to complete a viable proposal. The professionals that are to be beneficiaries of the Administration Charge have contributed, and continue to contribute, to the restructuring process and the planned proposal. I believe that the Administration Charge is necessary to ensure their continued participation.

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#### **Procedural Consolidation**

31. Each of Triangle and Residential are nominees for an ultimate beneficiary, Cumberland 2. LP. At the time of swearing this affidavit, Cumberland 2 LP and its general partner, Cumberland 2 GP Inc, have also recently filed NOI's. The Proposal Trustee will be reviewing further information relating to those entities to determine whether to seek the Court's permission to consolidate these proceedings with the Cumberland 2 proceedings at a future court appearance.

32. I have been advised by the Proposal Trustee that unless directed differently by the Court, the Proposal Trustee would be obliged under the BIA to make multiple motions, filings, and reports in respect of each of the NOI filers.

33. I believe that these proceedings can be more economically and efficiently managed on a joint basis for the Edge Companies through procedural consolidation, which will lessen the cost and impact on creditors and stakeholders and will not prejudice any party.

#### Conclusion

34. For the reasons set out above, I believe that an extension of time for the Edge Companies and myself to file proposals will result in the production of a viable proposal to their and to my creditors respectively. I swear this affidavit in support of the Orders requested and make this affidavit for no improper or other purpose.

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# SWORN BEFORE ME at the City of Toronto in the Province of Ontario this 20<sup>th</sup> day of May, 2016.

SKIN

A Commissioner, etc.

Adam Mark Erlich, a Commissioner, etc., Province of Onterio, for The Fuller Landau Group Inc. and its associates and affiliates. Expires August 20, 2018.

Commissioner for Taking Affidavits (or as may be) JEREMY SACKS U

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This is Exhibit "Q" referred to in the Affidavit of Michelle Cruz sworn April 11, 2018

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Court File No. 31-2117551 Court File No. 31-2125908 Court File No. 31-458142

# ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) [IN BANKRUPTCY]

# IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF URBANCORP CUMBERLAND 2 GP INC., and URBANCORP CUMBERLAND 2 L.P.

# IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BOSVEST INC.

# IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE RESIDENTIAL INC.

# IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF EDGE ON TRIANGLE PARK INC.

#### AFFIDAVIT OF ALAN SASKIN

#### (SWORN JUNE 10, 2016) (ON MOTION FOR EXTENSION OF TIME TO FILE PROPOSALS)

I, ALAN SASKIN, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I am the sole officer and director of Urbancorp Cumberland 2 GP Inc. ("Cumberland
 GP"), which is the general partner of Urbancorp Cumberland 2 L.P. ("Cumberland 2 LP")
 (Cumberland 2 GP and Cumberland 2 LP are collectively referred to as the "Cumberland 2
 Companies"). Each of the Cumberland 2 Companies have filed Notices of Intention to Make a

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715 374 8 Proposal ("NOIs") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") in respect of which the order requested in the within motion is sought and as such, I have knowledge of the matters set out below.

#### **Overview**

2. The Cumberland 2 Companies are indirect subsidiaries of Urbancorp Inc. ("UCI"). UCI is a real estate development company that has developed, constructed, and sold numerous residential projects. UCI is the 100% shareholder of Cumberland 2 GP, which in turn is the general partner of Cumberland 2 LP.

3. Cumberland 2 LP is the sole shareholder and beneficial owner of the assets of Bosvest Inc. ("Bosvest") and an indirect shareholder of Edge Residential Inc. ("Residential") and Edge on / Triangle Park ("Triangle") (Bosvest, Residential and Triangle are collectively referred to as the "Original Edge Filers"). The Original Edge Filers, Cumberland 2 GP and Cumberland 2 LP are collectively referred to herein as the "Edge Companies". A copy of UCI's basic organizational chart showing the Edge Companies and their relationship to UCI is attached hereto as Exhibit "A".

4. On April 29, 2016, each of the Original Edge Filers filed NOIs with the Office of the Superintendent of Bankruptcy Canada. The Fuller Landau Group Inc. ("FL") was named as proposal trustee under those NOIs. Background information with respect to the proposal proceedings of the Original Edge Filers is contained in my affidavit sworn May 20, 2016 (the "First Saskin Affidavit"). A copy of the First Saskin Affidavit (without exhibits) is attached hereto as Exhibit "B".

5. On May 26, 2016, the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the "Court") granted an Order (the "Edge Order"), among other things:

- a. administratively consolidating the proposal proceedings of Bosvest, Residential and Triangle under one joint title of proceedings and one estate and court file number: 31-2117551;
- b. granting an Administrative Charge in favour of FL, counsel to FL, and counsel for the Original Edge Filers;
- authorizing FL to open one or more bank trust accounts on behalf of the Original
   Edge Filers to manage the cash of the Original Edge Filers; and
- d. extending the time within which a proposal must be filed by the Original Edge Filers with the Official Receiver to and including July 12, 2015.

A copy of the Edge Order is attached hereto as Exhibit "C".

6. On May 20, 2016, each of Cumberland 2 LP and its general partner, Cumberland 2 GP filed NOIs, naming FL as proposal trustee (the "**Proposal Trustee**"). The stay of proceedings provided by the NOIs in respect of each of Cumberland 2 LP and Cumberland 2 GP will expire on June 19, 2016 unless an extension is granted by the Court.

7. The principal purpose of the Edge Companies' proposal proceedings is to create a stabilized environment to allow the Edge Companies and their Proposal Trustee to consider their

restructuring options, including options available to them to realize the best value from their assets within these proceedings.

#### **Relief Sought**

8. I am swearing this affidavit in support of a motion requesting that the Honourable Court grant an Order, among other things:

- a. administratively consolidating the proposal proceedings of Cumberland 2 LP and
   Cumberland 2 GP with the proposal proceedings of the Original Edge Filers;
- ordering that the Administration Charge (as defined in the Edge Order) extend to the
   Property of Cumberland 2 LP and Cumberland 2 GP in addition to the Property of
   the Original Edge Filers;
- extending the time within which a Proposal must be filed by the Cumberland 2
   Companies with the Official Receiver to and including July 12, 2015;
- approving the "Protocol for Co-Operation Among Canadian Court Officer and Israeli Functionary" dated as of June 8, 2016 and substantially in the form attached at Exhibit "D" to this Affidavit (the "Co-operation Protocol");
- e. granting certain additional powers to the Proposal Trustee with respect to the Edge Companies and their property, to assist in the management and administration thereof; and
- f. directing Harris Sheaffer LLP to release to the Proposal Trustee approximately \$2.7 million held in its trust accounts, including funds for realty taxes payable by purchasers of residential units sold by the Original Edge Filers, and authorizing and

directing the Proposal Trustee to hold those funds in its trust accounts pending further order of the Court.

#### Cumberland 2 LP

9. As disclosed in the list of creditors, attached hereto as Exhibit "E", Cumberland 2 LP has creditors who are owed approximately \$37.9 million according to its books and records. This list of creditors may be subject to revisions as the Proposal Trustee receives any additional claims and reviews information relating to claims.

10. As noted in the First Report to the Court of FL with respect to the Original Edge Filers' proposal proceedings, dated May 24, 2016 (the "First Edge Report"), subsequent to filing the NOIs for the Original Edge Filers, FL was advised that in December 2015, declarations of trust were entered into causing the beneficial ownership of the assets in Triangle and Residential to be held by Cumberland 2 LP. As further noted in the First Edge Report, the Proposal Trustee reviewed the declarations and confirmed with the Edge Companies' advisors that the assets remain available to satisfy the claims of the Original Edge Filers' creditors. A copy of the First Edge Report is attached hereto as Exhibit "F".

11. On June 6, 2016, a search of registrations against Cumberland 2 LP was conducted under the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended (the "**PPSA**"). The uncertified search results attached as Exhibit "**G**" disclosed that there are no secured creditors who have effected PPSA registrations against Cumberland 2 LP.

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# Cumberland 2 GP

12. As disclosed in the list of creditors, attached hereto as Exhibit "H", Cumberland 2 GP has creditors who are owed approximately \$37.9 million according to its books and records. This list of creditors may be subject to revisions as the Proposal Trustee receives any additional claims and reviews information relating to claims.

13. On June 6, 2016, a search of registrations against Cumberland 2 GP was conducted under the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended (the **"PPSA"**). The uncertified search results attached as Exhibit **"I"** disclosed that there are no secured creditors who have effected PPSA registrations against Cumberland 2 GP.

### **Procedural Consolidation**

14. At the time of swearing the First Saskin Affidavit, Cumberland 2 LP and Cumberland 2 GP had recently filed NOIs. Upon review of the information relating to the Cumberland 2 Companies, it has been determined that the Court's permission should be sought at this time to consolidate the NOI proceedings of the Original Edge Filers with the NOI proceedings of the Cumberland 2 Companies. The structure-used for Edge Companies whereby legal title is held by operating companies and equity or beneficial interests are held in limited partnerships is fairly common in the field estate business as it is advantageous from a fax planning perspective. The Edge Companies are closely linked in that they have been involved in the development, sale of units, management and operation of the Edge Triangle Project (as defined in the First Edge Report). The Court saw fit to order the administrative consolidation of the proposal proceedings for the Original Edge Filers in the Edge Order and it seems appropriate to me that the proposal proceedings for all of the Edge

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Companies should be administered on a consolidated basis in order to avoid duplication of professional and administrative costs and ensure that their proposal proceedings are conducted in a consistent manner that is fair to the interests of all of their creditors.

15. I believe that these proceedings can be more economically and efficiently managed on a joint basis for the Original Edge Filers and the Cumberland 2 Companies through procedural consolidation, which will lessen the cost and impact on creditors and stakeholders and will not prejudice any party.

#### Administration Change

16. At paragraphs 5 to 7 of the Edge Order made on May 26, 2016, the Court granted an Administration Charge of up to \$250,000 on all of the Property (as defined in the Edge Order) of the Original Edge Filers in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Original Edge Filers, in order to help ensure that the professionals assisting the Original Edge Filers in the proposal proceedings have security for their professional fees and disbursements. If the proposal proceedings in respect of Cumberland 2 LP and Cumberland 2 GP are procedurally consolidated with the proposal proceedings of the Original Edge Filers as requested in the within motion, then an order extending the application of the Administration Charge to the Property of Cumberland 2 LP and Cumberland 2 GP is also requested.

17. As shown in the lists of creditors attached as Exhibits "E" and "H", the creditors of Cumberland 2 LP and Cumberland 2 GP consist of intercompany claims by the Original Edge Filers. and another subsidiary, Westside Gallery Lofts Inc. As noted above, PPSA searches conducted on June 6, 2016 revealed no PPSA registrations effected against either Cumberland 2 LP or WSLEGAL/075736\00001\13723314y1 Cumberland 2 GP. Accordingly, I do not believe that any creditor would be prejudiced by the extension of the Administration Charge to include the Property of Cumberland 2 LP and Cumberland 2 GP and I believe that such extension of the Administration Charge is appropriate and necessary to ensure that the Proposal Trustee and other professionals that are assisting the Edge Companies with the proposal proceedings have some reasonable protection for their professional fees and disbursements that have been incurred and are ongoing.

#### Extension of Time for the NOI's

18. I am advised by my counsel that the test for whether to extend the time for filing a proposal under an NOI may be summarized as follows:

- a. The person seeking the extension acted, and is acting, in good faith and with due diligence;
- b. The person seeking the extension would likely be able to make a viable proposal if the extension were granted; and
- c. No creditor would be materially prejudiced if the extension were granted.

19. As noted above, the Original Edge Filers were granted an extension to July 12, 2016 by Order of the Court made on May 16, 2016. The Cumberland 2 Companies' proposal proceedings are inextricably connected with the proposal proceedings of the Original Edge Filers as described above and they have been acting in good faith with regard to all of their respective creditors and stakeholders by engaging in Court-supervised proceedings to ensure a fair process that seeks to maximize value. I also believe that all of the Edge Companies that have filed NOIs, including the Cumberland 2 Companies have been diligent in these efforts and have been working tirelessly over

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the past several months to address the challenges faced by their insolvencies and a complex business. By allowing additional time to deal with such complexities and work on a plan to maximize value for creditors, I believe that the Cumberland 2 Companies will be able to preserve value and make a viable proposal to their creditors.

20. I also believe that given the supervision of these proceedings by the Proposal Trustee and the Court, no creditor will be prejudiced if the extension is granted and the additional time will permit the advancement of the formulation of a workable proposal or proposals.

#### The Co-operation Protocol

21. As further described in the First Saskin Affidavit, Guy Gissin was appointed as Functionary Officer on a preliminary basis (the "Israeli Parentco Officer") of UCI by order of the District Court in Tel Aviv-Yafo (the "Israeli Court") dated April 25, 2016 (the "Israeli Functionary Order") in case number 44348-04-16 *Reznik Paz Nevo Trusts Ltd. Vs. Urbancorp Inc.* (the "Israeli Proceedings"). The Israeli Functionary Order was recognized by the Court in Court File number CV-16-11392-00CL to enable the Israeli Parentco Officer to represent the interests of UCI and participate as a stakeholder representative in CCAA proceedings commenced by certain subsidiaries of UCI in connection with protecting the interests of UCI's creditors, including the holders of the bonds issued on the Tel Aviv Stock Exchange (the "Parentco Bonds") pursuant to a deed of trust dated December 7, 2015.

22. UCI is a shareholder and a creditor of one or more of the Original Edge Filers, and the Israeli Parentco Officer also wishes to participate in the proposal proceedings of the Original Edge Filers as a representative in connection with protecting the interests of UCI and its creditors, including the Parentco Bonds.

23. The Proposal Trustee and the Israeli Parentco Officer have agreed to work cooperatively on the terms set out in the Co-operation Protocol to attempt to maximize recovery for the benefit of the creditors of the Original Edge Filers and other stakeholders in accordance with their legal priorities. A copy of the Co-operation Protocol is attached hereto as Exhibit "**D**".

24. The Co-operation Protocol is significant because it streamlines the interaction between the Proposal Trustee and the Israeli Parentco Officer and its implementation means avoiding what could have been significant and costly litigation over process and many other issues. At the same time, the Co-operation Protocol does not purport to affect or prejudice the rights of any other creditors of the Edge Companies, as the Proposal Trustee remains free to consult with any other creditors as it deems appropriate in developing restructuring alternatives and proposals. Accordingly, the Israeli Parentco Officer and the Proposal Trustee have agreed to the Co-operation Protocol subject to approval of the Court.

25. In addition to sharing of information and consultation between the Proposal Trustee and the Israeli Parentco Officer, the Co-Operation Protocol stipulates the Proposal Trustee having augmented powers to control management and operations of the Edge Companies. Accordingly the requested Order seeks approval of such augmented powers for the Proposal Trustee as have been agreed upon between the Proposal Trustee and counsel for the Israeli Parentco Officer.

#### Transfer of Trust Funds by Harris Sheaffer LLP to Proposal Trustee

26. Harris Sheaffer LLP, as real estate counsel to the Original Edge Filers, is presently holding approximately \$2.7 million in its trust accounts. These funds were paid by purchasers of units of the Edge Triangle Project pursuant to their purchase agreements to be held and used for payment of property taxes payable on those units.

27. The amount of the property taxes remaining to be paid from those funds and the entitlement to the balance of those funds, if any, is being reviewed by the Proposal Trustee. While that review is being conducted, Harris Sheaffer LLP has requested that the funds be held by the Proposal Trustee, in trust, and I understand from the Proposal Trustee that it is prepared to do so if authorized by the Court. I am also informed by the Proposal Trustee and believe that once it completes its review of this matter it intends to seek further direction of the Court with respect to these funds.

#### Conclusion

28. For the reasons set out above, I believe that an extension of time for the Cumberland 2 Companies to file proposals and the other relief requested in the within motion are appropriate and necessary. I swear this affidavit in support of the Order requested and make this affidavit for no

improper or other purpose.

**SWORN BEFORE ME** at the City of Toronto in the Province of Ontario this 10<sup>th</sup> day of June, 2016.

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A Commissioner, etc.

VT ACT, R.S.C. 1985, c. C-36, AS AMENDED	ANGEMENT OF URBANCORP TORONTO ,, URBANCORP (ST. CLAIR VILLAGE) INC., ANCORP (LAWRENCE) INC., URBANCORP EN WEST) INC., KING RESIDENTIAL INC., ON KING INC. (COLLECTIVELY, THE DULE "A" HERETO	Court File No. CV-16-11389-00CL	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	PROCEEDING COMMENCED IN TORONTO	AFFIDAVIT OF MICHELLE CRUZ	LEVINE SHERKIN BOUSSIDAN Barristers 23 Lesmill Road, Suite 300 Toronto ON M3B 3P6	KEVIN D. SHERKIN LSUC# 27099B           Tel:         416-224-2400           Fax:         416-224-2408           Email:         Kevin@lsblaw.com	Lawyers for Speedy Electric Contractors Limited	727
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 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 AFFILLATED ENTITIES LISTED IN SCHEDULE "A" HERETO								

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 TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., URBANCORP (PATRICIA) INC., URBANCORP (MALLOW) INC., URBANCORP **DOWNSVIEW** INC., (LAWRENCE) URBANCORP 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

#### AFFIDAVIT OF ALBERT PASSERO

I, Albert Passero, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President and one of the owners of Speedy Electric Contractors Limited, and as such, have knowledge of the following matters to which I hereinafter depose. Unless I indicate to the contrary, these facts are within my personal knowledge and are true. Where I indicate that I have obtained information from other sources, I verily believe those facts to be true.

2. Further to my affidavit, sworn March 12, 218 (the "First Affidavit"), I wanted to provide further particulars of what I was told by Alan Saskin ("Alan") about the financing that Urbancorp and Alan were to receive from Israel, which I have already referenced in my previous affidavit at paragraph 12 and 34.

3. On or about October 10, 2015, a meeting was held at the law office of Jack Berkow (litigation counsel for Alan and Urbancorp), which meeting included Jack Berkow, Alan, Kevin

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Sherkin (my counsel), and myself. At the time of the meeting, Speedy had already registered a construction lien about 10 days prior (on September 30, 2015) against the Edge on Triangle Park project, for its outstanding account, in the sum of \$1,038,911.44, which construction lien can be found attached as Exhibit "J" to my First Affidavit.

4. At the meeting held on October 10, 2015, Alan and his counsel, Jack Berkow, confirmed to us that Urbancorp was having some temporary cash flow problems that were going to be resolved by the financing that was coming from Israel. Alan advised that the purpose of the financing from Israel was to ensure the timely payment to all trade creditors for the various Urbancorp projects that were ongoing at the time, including Speedy. At the time, I was aware that Urbancorp had a number of active projects that were still being completed, and others that had already finished the construction phase, but where the units had not been completely sold. These Urbancorp projects included Edge on Triangle, and other active projects. At no time did I have an awareness or understanding of the actual ownership structure of Urbancorp, and I believed that Alan owned and operated everything based on how Alan conducted himself and Urbancorp affairs, and based on previous statements Alan had made to me.

5. What we were told at the meeting, on October 10, 2015, was that the financing from Israel could not occur unless Speedy agreed to remove its construction lien from the Edge project. Meaning, if Speedy did not remove its construction lien, Urbancorp could not make timely payments to the various trade creditors, including Speedy, for work supplied to the various Urbancorp projects. This was one of the factors I considered when deciding whether to discharge Speedy's lien from the Edge project, in exchange for the mortgage to be held by Speedy against the Bridge project units (owned by King Residential).

**730** 388

6. I did not believe that the mortgage provided to Speedy, in exchange for Speedy agreeing to discharge its construction lien, would have any negative consequence on any other creditor of Urbancorp. In fact, it is my understanding that Speedy was actually facilitating the ability of Urbancorp and Alan to make timely payments to other Urbancorp creditors by enabling Urbancorp to obtain the financing from Israel. Further, it was, and is, my belief and understanding that Urbancorp and Alan were simply changing the form of security to be held by Speedy for the debt owed to Speedy by Urbancorp and Alan. In essence, Urbancorp and Speedy were agreeing to exchange one form of security (a construction lien) for another form of security (a mortgage), and I believed that the form of security was not really relevant to anyone, other than for the purpose of allowing Urbancorp to be able to obtain the financing from Israel, so that our company (and other creditors) could be paid.

7. Further, it was never suggested to me, by Alan or his lawyers, that Alan or Urbancorp were insovent. To the contrary, from what I was aware, and based on the statements made by Alan at our meetings, Alan and the Urbancorp group of companies were doing well financially, but were having a temporary cash flow blip.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on

April 7, 2018

commissioner for Taking Affidavits (or as may be) SITERY

Albert Passero

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED	. 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 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	OR ARRANGEMENT OF URBANCORP TORONTO dent INC., URBANCORP (ST. CLAIR VILLAGE) INC., INC., URBANCORP (LAWRENCE) INC., URBANCORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., BRIDGE ON KING INC. (COLLECTIVELY, THE ) IN SCHEDULE "A" HERETO
	Court File No. CV-16-11389-00CL
	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
	PROCEEDING COMMENCED IN TORONTO
	AFFIDAVIT OF ALBERT PASSERO
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	Lawyers for Speedy Electric Contractors Limited
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RS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED	MISE OR ARRANGEMENT OF URBANCORP TORONTO VAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) INC., LOW) INC., URBANCORP (LAWRENCE) INC., URBANCORP CORP (952 QUEEN WEST) INC., KING RESIDENTIAL INC., INC., BRIDGE ON KING INC. (COLLECTIVELY, THE LISTED IN SCHEDULE "A" HERETO	Court File No. CV-16-11389-00CL	ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	PROCEEDING COMMENCED IN TORONTO	SUPPLEMENTARY RESPONDING MOTION RECORD OF SPEEDY CONTRACTORS LIMITED	LEVINE SHERKIN BOUSSIDAN Barristers 23 Lesmill Road, Suite 300 Toronto ON M3B 3P6	<b>KEVIN D. SHERKIN LSUC# 27099B</b> Tel: 416-224-2400 Fax: 416-224-2408 Email: Kevin@lsblaw.com	Lawyers for Speedy Electric Contractors Limited	732
IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMEN	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., 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								

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., 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

# TENTH REPORT TO THE COURT OF GUY GISSIN, IN HIS CAPACITY AS COURT APPOINTED FUNCTIONARY AND FOREIGN REPRESENTATIVE OF URBANCORP INC.

February 28, 2018

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Vestaco Investments Inc.

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Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

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Document	Tab
Tenth report of the Foreign Representative dated February 27, 2018	1
Appendix "A": Registered copy of Speedy Lien dated September 30, 2015	А
Appendix "B": Statutory Declaration dated December 3, 2014	В
Appendix "C": Speedy Invoice dated October 22, 2014	С
Appendix "D": Speedy Statement of Account dated August 14, 2015	D
Appendix "E": Speedy Invoices dated December 19, 2014 and August 31, 2015	Е
Appendix "F": Promissory Note dated September 23, 2014	F
Appendix "G": Email from Kevin Sherkin to Barry Rotenberg dated September 30, 2015	G
Appendix "H": Correspondence among counsel regarding settlement negotiations	Н
Appendix "I": Email from Barry Rotenberg to Kevin Sherkin dated October 30, 2015	Ι
Appendix "J": Debt Extension Agreement dated November 6, 2015	J
Appendix "K": Officer's Certificate dated November 6, 2015	K
Appendix "L": Edge Opinion of Harris Sheaffer LLP dated November 26, 2015	L
Appendix "M": KRI Opinion #1 of Harris Sheaffer LLP dated November 26, 2015	Μ
Appendix "N": KRI Opinion #2 of Harris Sheaffer LLP dated November 26, 2015	Ν
Appendix "O": Memo from Barry Rotenberg to Ran Felder dated November 26, 2015	0
Appendix "P": Letter from Barry Rotenberg to Ran Felder dated November 28, 2015	Р
Appendix "Q": Letter from Barry Rotenberg to Ran Felder dated December 8, 2015	Q
Appendix "R": Tenth Report of the Cumberland 2 Monitor (without appendices)	R
Appendix "S": Sixth Report of the Proposal Trustee Report (without appendices)	S

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., 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

# TENTH REPORT TO THE COURT OF GUY GISSIN, IN HIS CAPACITY AS COURT APPOINTED FUNCTIONARY AND FOREIGN REPRESENTATIVE OF URBANCORP INC.

#### February 27, 2018

#### A. BACKGROUND

- On April 21, 2016, Urbancorp (St. Clair Village) Inc., Urbancorp (Patricia) Inc., Urbancorp (Mallow) Inc., Urbancorp Downsview Park Development Inc., Urbancorp (Lawrence) Inc., and Urbancorp Toronto Management Inc. (collectively, the "Cumberland 1 Entities") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) and KSV Kofman Inc. ("KSV") was appointed as the proposal trustee. The Cumberland 1 Entities are wholly-owned, indirect subsidiaries of Urbancorp Inc. ("UCI").
- On April 29, 2016, Bovest Inc., Edge on Triangle Park ("Edge") and Edge Residential Inc. (collectively, the "Edge Entities") each filed an NOI and The Fuller Landau Group Inc. ("FL") was appointed as proposal trustee.

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- 3. On April 25, 2016, pursuant to an application under Israel's insolvency regime (the "Israeli **Proceedings**") brought by the indenture trustee of certain notes issued by UCI to bond holders (the "Bondholders") on the Tel Aviv Stock Exchange (the "Bond Issuance"), the District Court in Tel Aviv-Jaffa, Israel (the "Israeli Court") granted an order appointing Guy Gissin as functionary officer of UCI (the "Functionary") and giving him certain management powers, authorities and responsibilities over UCI.
- 4. In connection with the Bond Issuance, UCI had issued an initial prospectus (the "Initial **Prospectus**") on November 27, 2015, which was supplemented by the Supplemental Prospectus (the "Supplemental Prospectus", and together with the Initial Prospectus, the "**Prospectus**") that was issued on December 7, 2015.
- 5. On May 18, 2016, the Ontario Superior Court of Justice (Commercial List) (the "Ontario Court") granted an initial order under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") in respect of the Cumberland 1 Entities and appointed KSV as monitor (the "Monitor"). This order also approved the cooperation protocol entered into by the Functionary and KSV (the "Protocol"). The Protocol contemplated, among other things, that the Cumberland 1 Entities and certain other entities would file for protection under the CCAA (the "Cumberland 1 CCAA Proceedings").
- 6. Also on May 18, 2016, the Ontario Court granted two orders under Part IV of the CCAA, which:
  - (a) recognized the Israeli Proceedings in respect of UCI as a "foreign main proceeding";
  - (b) recognized the Functionary as the foreign representative of UCI (hereinafter, the "Foreign Representative"); and
  - (c) appointed KSV as the Information Officer (the "Information Officer") in respect of UCI.
- 7. On May 20, 2016, Urbancorp Cumberland 2 GP Inc. and Cumberland 2 L.P. (together with the Edge Entities, the "**Cumberland 2 Entities**") each filed an NOI and appointed FL as proposal trustee. The Cumberland 2 Entities are wholly-owned, direct and indirect subsidiaries of UCI.

- On October 6, 2016, the Ontario Court granted an initial order under the CCAA pursuant to which the NOI proceedings of the Cumberland 2 Entities were continued under the CCAA (the "Cumberland 2 CCAA Proceedings") and FL was appointed as monitor of the Cumberland 2 Entities (the "Cumberland 2 Monitor").
- 9. Capitalized terms used but not defined herein are as defined in the Monitor's Twenty-Second Report to the Court dated February 2, 2018 (the "Twenty-Second Report").

## **B. PURPOSE OF THE REPORT**

- This report is filed in support of the Monitor's recommendation, as set out in the Twenty-Second Report, for an Order:
  - (a) confirming the Disallowance;
  - (b) setting aside the Secured Guarantee as void against King Residential Inc. ("**KRI**") and the Monitor; and
  - (c) declaring the Mortgage as unenforceable or, if the Court determines that the Claim is valid, limiting the Secured Guarantee to the net realizations from the sale of the Residential Units.

### C. THE SPEEDY CLAIM

- On September 30, 2015, Speedy Electric Contractors Ltd. ("Speedy") registered a claim for lien (the "Lien") against Edge, a copy of which is attached hereto as Appendix "A".
- 12. It appears from information obtained by the Foreign Representative from the Cumberland 2 Monitor that the Lien may have been out of time. The Lien indicates that the contract price was \$6,159,625 and that services and materials were supplied between August 1, 2012 and August 31, 2015. On December 3, 2014, Tina Passero, Secretary Treasurer of Speedy swore a statutory declaration stating that the last date of supply of services or materials was October 22, 2014. A copy of this statutory declaration is attached hereto as Appendix "B". Further, by invoice dated

October 22, 2014, Speedy invoiced for release of the holdback. The invoice indicates that the contract price was \$6,159,625. A copy of the invoice is attached hereto as Appendix "C".

- 13. Based on the information received from the Cumberland 2 Monitor, Speedy has also filed a proof of claim in the Cumberland 2 CCAA Proceedings. In support of its proof of claim, Speedy attached a statement of account for both the main contract and for alleged extras. The last invoice on the statement of account is dated May 15, 2015. Copies of the Speedy statements of account are attached hereto as Appendix "D". The Lien claims the last date of supply as August 31, 2015. This corresponds to an invoice from Speedy dated August 31, 2015, which merely claims payment of the holdback in respect of work invoiced on December 19, 2014. Copies of the December 19, 2014 and August 31, 2015 invoices are attached hereto as Appendix "E".
- 14. Based on information recently provided to the Foreign Representative, it appears that as of September 23, 2015, Alan Saskin was in default of a \$1 million promissory note in favour of Speedy dated September 23, 2014, a copy of which is attached hereto as Appendix "F". It further appears that Speedy was threatening to initiate an application for a bankruptcy order as against Alan Saskin. A copy of correspondence from counsel for Speedy to counsel for Saskin, dated September 30, 2015, is attached hereto as Appendix "G".
- 15. Additionally, the correspondence among counsel on this issue, attached hereto as Appendix "H", further evidences negotiations in mid-October, to enter into an agreement to discharge the Lien and grant Speedy security from KRI for both the Edge debt and Alan Saskin's personal debt.
- 16. By email dated October 10, 2015, Barry Rotenberg ("Rotenberg") of Harris Sheaffer LLP ("Harris Sheaffer"), counsel for UCI, asked Kevin Sherkin, counsel for Speedy, to move the maturity date of the Debt Extension Agreement (as defined below) from December 31, 2015 to January 30, 2016, "...as its November and Christmas could screw up Urbancorp's financing..." (i.e. the Bond Issuance). A copy of this email, with its attachment, is attached hereto as Appendix "I".
- 17. On November 1, 2015, Alan Saskin signed a debt extension agreement (the "**Debt Extension Agreement**"), a copy of which is attached hereto as Appendix "J", pursuant to which Speedy agreed to discharge the Lien on Edge and extend the due date of the promissory note in exchange

for a guarantee (the "Guarantee") from KRI that was secured by a mortgage (the "Mortgage", together with the Guarantee, the "Secured Guarantee") on 13 specific condominium units and 13 parking spots (collectively, the "Residential Units"). Speedy co-signed the Debt Extension Agreement on November 6, 2015. The Mortgage was registered on November 15, 2015.

- 18. Pursuant to an officer's certificate of UCI dated November 6, 2015 ("Officer's Certificate") and delivered to Apex Issuances (the underwriter) ("Apex"), Harris Sheaffer, Shimonov & Co. (UCI's Israeli counsel) ("Shimonov"), and Doron, Tikotzky, Kantor, Gutman, Cederboum & Co (Apex' Israeli counsel) ("DTKGC"), Alan Saskin confirmed that "Except as set out in Schedule B attached hereto (x) no Urbancorp individuals [sic] 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 guaranty or any other 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." Schedule B does not list the Secured Guarantee. A copy of the Officer's Certificate is attached hereto as Appendix "K".<sup>1</sup>
- 19. Contrary to the assertions in the Officer's Certificate, as at November 6, 2016, KRI was obliged to provide the Secured Guarantee in favour of Speedy in respect of the liabilities of Edge and Alan Saskin personally to Speedy.
- 20. On November 26, 2015, in anticipation of the closing of the Bond Issuance, Rotenberg delivered a number of opinions addressed to UCI, Shimonov, Apex, and DTKGC. Each of the opinions has an effective date of November 6, 2015.
- The opinion relating to Edge identifies a construction lien in favour of Speedy in the amount of \$1,038,911, which was registered on September 30, 2015. A copy of the Edge opinion is attached hereto as Appendix "L".
- 22. Harris Sheaffer provided two opinions relating to KRI dated November 26, 2015 (the "KRI Opinions"), copies of which are attached hereto as Appendix "M" and Appendix "N". The

<sup>&</sup>lt;sup>1</sup> Note that the official documents are in Hebrew. These are translations that were provided at the time.

effective date of the KRI Opinions was November 6, 2015. The KRI Opinions do not disclose either the Mortgage or Guarantee that KRI granted in favour of Speedy pursuant to the Debt Extension Agreement or the acknowledgment and direction authorizing the registration of the Mortgage, each of which were executed by Alan Saskin on November 1, 2015. Further, the KRI Opinions do not disclose that KRI provided the Secured Guarantee in respect of debts owed to Speedy by Edge and by Alan Saskin personally.

- 23. The KRI Opinions expressly state that they are provided "in connection with Shimonov's preparation (with Urbancorp) of a proposed initial public offering in Israel of non-convertible debentures (Series A) of Urbancorp."
- 24. The Prospectus outlined a corporate reorganization that transferred a series of subsidiaries to UCI the value of which was intended to enhance the value of UCI. There was no disclosure of any transferred subsidiary taking on debt for other subsidiaries or for Alan Saskin personally.
- 25. The Initial Prospectus was published on November 30, 2015. The Initial Prospectus does not refer to KRI, which was being transferred to UCI as part of the consideration for the Bond Issuance, as being subject to secured liabilities in respect of Alan Saskin's personal debts. Further, the Initial Prospectus does not disclose that in exchange for discharging Speedy's Lien on Edge, but not releasing the Speedy debt claim against Edge, Alan Saskin caused KRI to grant the Secured Guarantee in respect of both the Edge debt, as well as his personal debts owing to Speedy.
- 26. By memo dated November 26, 2015 ("November 26 Memo"), Rotenberg wrote to Ran Felder ("Felder") of Shimonov advising that, with respect to Edge, "the Speedy Electric lien was discharge[d] last week...". Under the headings for KRI in the November 26 Memo, there is no reference to the Secured Guarantee, despite the fact that the Mortgage was registered on November 16, 2015, and that the agreement to provide the Mortgage was executed by Alan Saskin on November 1, 2015. A copy of the November 26 Memo is attached hereto as Appendix "O".
- 27. On November 28, 2015, Rotenberg wrote to Felder clarifying certain matters referenced in the various KRI Opinions (the "November 28 Letter"). The November 28 Letter does not mention

the Secured Guarantee that Alan Saskin caused KRI to provide in favour of Speedy. A copy of the November 28 Letter is attached hereto as Appendix "P".

- 28. On December 7, 2015, UCI published its Supplemental Prospectus. The Supplemental Prospectus does not disclose the existence of the Secured Guarantee.
- 29. On December 7, 2015, the Tel Aviv Stock Exchange authorized UCI's registration in respect of the Bond Issuance.
- 30. On December 8, 2015, after the Prospectus was issued and available to the public, Rotenberg wrote to Shimonov, Apex, DTKGC and UCI (the "December 8 Letter") confirming the status of the assets described in the KRI Opinions as clarified in the November 28 Letter. A copy of the December 8 Letter is attached hereto as Appendix "Q". In the December 8 Letter, Rotenberg affirmed the accuracy of the KRI Opinions, save and except that: "Since November 6, 2015, various condominium units at the projects commonly referred to as '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 receivable; or
  - (c) been given as collateral security for obligations of Edge."
- 31. There is no disclosure of Alan Saskin causing KRI to provide the Secured Guarantee to secure his personal indebtedness to Speedy.
- 32. The result of KRI granting the Secured Guarantee to Speedy, if valid, is to reduce the equity that would otherwise flow to UCI from KRI and to reduce or release Alan Saskin from his personal liability to Speedy.
- 33. But for the Secured Guarantee, all remaining funds at KRI would flow to UCI, which would accord with the expectations of the Bondholders at the time of the Bond Issuance. The effect of the Debt Extension Agreement is that Speedy: (i) retained a \$1,074,227.69 unsecured claim as against Edge; (ii) retained a claim against Alan Saskin for approximately \$1.3 million; and (iii)

obtained a \$2.3 million secured claim as against KRI. If the Disallowance is set aside, UCI will be deprived of up to \$2.3 million in value that it could otherwise receive.

- 34. Even if Speedy is able to establish that the Lien would otherwise be valid, Speedy should only be entitled to assert such a claim as against the Edge estate in the Cumberland 2 CCAA Proceedings, since the improvements giving rise to the Lien were made to the Edge property. Speedy has filed a proof of claim in the Cumberland 2 CCAA Proceedings. There is no prejudice in limiting Speedy to claim against Edge as no distributions have been made to creditors from the Edge estate to date as confirmed in the Tenth Report to the Court of the Cumberland 2 Monitor dated January 22, 2018 (the "Tenth Report of the Cumberland 2 Monitor"), a copy of which (without appendices) is attached hereto as Appendix "R".
- 35. Similarly, Speedy's claim in respect of the personal loan to Alan Saskin should be limited to Alan Saskin's proposal proceedings. Alan Saskin filed an NOI on April 26, 2016 and FL was appointed as proposal trustee (the "Saskin Proposal Trustee"). As set out in the Sixth Report to the Court of the Saskin Proposal Trustee dated January 18, 2018 (the "Proposal Trustee Report"), a copy of which (without appendices) is attached hereto as Appendix "S", there are currently no material assets available for distribution to creditors in Alan Saskin's estate. As a result, the Secured Guarantee has the effect of elevating Speedy's position in respect of the debt it is owed by Alan Saskin by allowing Speedy to recover same from the KRI estate.

## D. RECOMMENDATIONS

- 36. The Foreign Representative respectfully requests that this Honourable Court grant an Order:
  - (a) confirming the Disallowance;
  - (b) setting aside the Secured Guarantee as void against KRI and the Monitor; and
  - (c) declaring the Mortgage as unenforceable or, if the Court determines that the Claim is valid, limiting the Secured Guarantee to the net realizations from the sale of the Residential Units.

## ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS \_\_27\_\_ DAY OF FEBRUARY, 2018.

Guy Gissin, in his capacity as Court-Appointed Functionary and Foreign Representative of Urbancorp Inc., and not in his personal or corporate capacity

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## **SCHEDULE "A"**

## LIST OF NON APPLICANT AFFILIATES

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.

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PIN	76448 - 0001 LT
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
Address	TORONTO
PIN	76448 ~ 0002 LT
Description	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
Address	TORONTO
PIN Description	76448 – 0003 LT 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
Address	TORONTO
PIN Description	76448 – 0004 LT 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
Address	TORONTO
PIN Description	76448 - 0005 LT 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
Address	TORONTO
PIN Description	76448 – 0006 LT 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
Address	TORONTO
PIN	76448 ~ 0007 LT
Description	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
Address	TORONTO
PIN Description	76448 - 0008 LT 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
Address	TORONTO
PIN Description	76448 - 0009 LT 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
Address	TORONTO
PIN Description	76448 – 0011 LT 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
Address	TORONTO
PIN Description	76448 – 0012 LT 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
Address	TORONTO
PIN Description	76448 – 0013 LT 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
Address	TORONTO
PIN Description	76448 - 0014 LT UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN Description	76448 - 0016 LT 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
Address	TORONTO
PIN Description	76448 – 0018 LT 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
Address	TORONTO
PIN Description	76448 – 0020 LT 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
Address	TORONTO
PIN Description	76448 – 0021 LT 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
Address	TORONTO
PIN Description	76448 ~ 0024 LT 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
Address	TORONTO
PIN Description	76448 - 0025 LT 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
Address	TORONTO
PIN Description	76448 – 0026 LT 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
Address	TORONTO
PIN Description	76448 - 0027 LT 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
Address	TORONTO
PIN Description	76448 - 0031 LT 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
Address	TORONTO
PIN Description	76448 - 0033 LT 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
Address	TORONTO
PIN Description	76448 – 0034 LT 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
Address	TORONTO
PIN Description	76448 – 0041 LT 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

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PIN	76448 - 0049 LT
Description	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
Address	TORONTO
PIN	76448 – 0051 LT
Description	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
Address	TORONTO
PIN Description	76448 - 0066 LT 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
Address	TORONTO
PIN Description	76448 – 0068 LT 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
Address	TORONTO
PIN Description	76448 – 0069 LT 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
Address	TORONTO
PIN Description	76448 – 0070 LT 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
Address	TORONTO
PIN	76448 – 0071 LT
Description	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
Address	TORONTO
PIN Description	76448 - 0073 LT 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
Address	TORONTO
PIN Description	76448 - 0094 LT 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
Address	TORONTO
PIN Description	76448 – 0096 LT 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
Address	TORONTO
PIN Description	76448 - 0097 LT 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
Address	TORONTO
PIN Description	76448 - 0106 LT 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
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PIN Description	76448 - 0108 LT UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN	76448 – 0110 LT
Description	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
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PIN Description	76448 - 0113 LT 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
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PIN Description	76448 - 0125 LT 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
Address	TORONTO
PIN Description	76448 - 0148 LT 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
ddress	TORONTO
PIN Description	76448 - 0162 LT 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
ddress	TORONTO
PIN	76448 - 0174 LT
escription	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
ddress	TORONTO
PIN Description	76448 - 0177 LT 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
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PIN Description	76448 - 0188 LT 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
ddress	TORONTO
PIN Description	76448 - 0191 LT 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
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ddress	TORONTO
PIN Description	76448 – 0239 LT 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

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PIN Description	76448 – 0240 LT 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
Address	TORONTO
PIN Description	76448 – 0241 LT 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
Address	TORONTO
PIN Description	76448 – 0260 LT 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
Address	TORONTO
PIN Description	76448 – 0262 LT 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
Address	TORONTO
PIN Description	76448 – 0263 LT 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
Address	TORONTO
PIN Description	76448 - 0264 LT 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
Address	TORONTO
PIN Description	76448 – 0265 LT 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
Address	TORONTO
PIN Description	76448 – 0266 LT 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
Address	TORONTO
PIN Description	76448 – 0269 LT 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
Address	TORONTO
PIN Description	76448 – 0290 LT 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
Address	TORONTO
PIN Description	76448 – 0291 LT 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
Address	TORONTO
PIN Description	76448 – 0292 LT 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
Address	
PIN Description	76448 - 0293 LT UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN	76448 - 0296 LT
Description	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
Address	TORONTO
PIN Description	76448 – 0298 LT 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
Adress	TORONTO
PIN Description	76448 - 0315 LT 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
ddress	TORONTO
PIN Description	76448 – 0318 LT 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
ddress	TORONTO
PIN Description	76448 – 0321 LT 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
ddress	TORONTO
PIN Description	76448 - 0322 LT 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
ddress	TORONTO
PIN Description	76448 – 0338 LT 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
ddress	TORONTO
PIN Description	76448 - 0340 LT 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
ddress	TORONTO
YN Description	76448 - 0342 LT 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
ddress	TORONTO
PIN Description	76448 – 0343 LT 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
ddress	TORONTO
PIN Description	76448 - 0344 LT 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
ddress	TORONTO
PIN Description	76448 - 0347 LT 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
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Propertie	Properties		
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		
PIN Description	76448 – 0376 LT 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		
Address	TORONTO		
PIN Description	76448 - 0377 LT 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		
Address	TORONTO		
PIN Description	76448 - 0392 LT 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		
Address	TORONTO		
PIN Description	76448 – 0395 LT 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		
Address	TORONTO		
PIN Description	76448 - 0401 LT 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		
Address	TORONTO		
PIN Description	76448 - 0402 LT 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		
Address	TORONTO		
PIN Description	76448 – 0403 LT 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		
Address	TORONTO		
PIN Description	76448 – 0404 LT 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		
Address	TORONTO		
PIN Description	76448 - 0405 LT 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		
Address	TORONTO		
PIN Description	76448 – 0408 LT 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		
Address	TORONTO		
PIN Description	76448 - 0433 LT 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		
Address	TORONTO		
PIN Description	76448 - 0436 LT UNIT 32, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET		

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN Description	76448 – 0447 LT 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
Address	TORONTO
PIN Description	76448 - 0453 LT 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
Address	TORONTO
PIN Description	76448 – 0456 LT 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
Address	TORONTO
PIN Description	76448 – 0461 LT 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
Address	TORONTO
PIN Description	76448 – 0462 LT 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
Address	TORONTO
PIN Description	76448 – 0463 LT 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
Address	TORONTO
PIN Description	76448 - 0480 LT 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
Address	TORONTO
PIN Description	76448 – 0493 LT 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
Address	TORONTO
PIN Description	76448 - 0498 LT 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
Address	TORONTO
PIN Description	76448 - 0501 LT 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
Address	TORONTO
PIN Description	76448 – 0514 LT 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
Address	TORONTO
PIN Description	76448 – 0515 LT 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
ddress	TORONTO

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PIN	76448 ~ 0530 LT
Description	UNIT 16, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN Description	76448 – 0544 LT 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
Address	TORONTO
PIN Description	76448 – 0551 LT 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
Address	TORONTO
PIN Description	76448 - 0552 LT 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
Address	TORONTO
PIN Description	76448 – 0568 LT 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
Address	TORONTO
PIN Description	76448 – 0569 LT 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
Address	TORONTO
PIN Description	76448 – 0575 LT 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
Address	TORONTO
PIN Description	76448 – 0586 LT 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
Address	TORONTO
PIN Description	76448 - 0590 LT 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
Address	TORONTO
PIN Description	76448 – 0614 LT 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
Address	TORONTO
PIN Description	76448 – 0621 LT 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
Address	TORONTO
PIN Description	76448 - 0638 LT 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
Address	TORONTO
PIN Description	76448 – 0639 LT UNIT 1, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN	76448 – 0676 LT
Description	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
Address	TORONTO
PIN	76448 – 0679 LT
Description	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
Address	TORONTO
PIN Description	76448 – 0681 LT 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
Address	TORONTO
PIN Description	76448 – 0765 LT 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
Address	TORONTO
PIN	76448 – 0804 LT
Description	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
Address	TORONTO
PIN Description	76448 – 0824 LT 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
Address	TORONTO
PIN	76448 - 0859 LT
Description	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
Address	TORONTO
PIN Description	76448 - 0901 LT 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
Address	TORONTO
PIN Description	76448 - 0902 LT 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 Description	76448 - 0903 LT 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 Description	76448 – 1032 LT 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 Description	76448 - 1033 LT UNIT 130, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OLIT IN SCHEDULE & AS IN AT3839514: CITY OF TOPONTO
	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO

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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 Description	76448 – 1073 LT 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 Description	76448 - 1170 LT 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 Description	76448 – 1171 LT 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 Description	76448 – 1172 LT 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 Description	76448 – 1232 LT 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 Description	76448 – 1250 LT 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
PIN Description	76448 – 1252 LT 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 Description	76448 – 1253 LT 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 Description	76448 – 1254 LT 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 Description	76448 – 1255 LT 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 Description Address	76448 1256 LT 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 TORONTO
PIN Description	76448 – 1257 LT UNIT 83, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET

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

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	OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address	TORONTO
PIN	76448 – 1258 LT
Description	UNIT 44, 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 Description	76448 – 1259 LT 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 Description	76448 – 1260 LT 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 Description	76448 – 1261 LT 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 Description	76448 – 1262 LT 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 Description	76448 – 1263 LT 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 Description	76448 – 1266 LT 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 Description	76448 – 1267 LT 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 Description	76448 – 1330 LT 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 Description	76448 – 1340 LT 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 Description	76448 – 1344 LT 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 Description	76448 – 1380 LT 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
	TORONTO

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

23

APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO W 76448 - 1400 LT UNIT 75, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1404 LT secription UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1405 LT secription W 76448 - 1405 LT Secription W 76448 - 1407 LT UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1407 LT UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1408 LT UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1408 LT UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1410 LT Secription W 76448 - 1410 LT UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1410 LT UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO W 76448 - 1412 LT SEC	PIN	76448 – 1394 LT
<ul> <li>76448 - 1400 LT</li> <li>escription</li> <li>UNIT 75, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO, 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1404 LT</li> <li>escription</li> <li>MIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1405 LT</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1405 LT</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1407 LT</li> <li>secription</li> <li>N 76448 - 1407 LT</li> <li>Secription</li> <li>VINIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>VINIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>Secription</li> <li>VINIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li> <li>Secription</li> <li>VINIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEC OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li></ul>	Description	APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET
<ul> <li>Bascription</li> <li>UNIT 75, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1404 LT</li> <li>Bascription</li> <li>UNIT 70, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1405 LT</li> <li>Bascription</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1405 LT</li> <li>Bascription</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1407 LT</li> <li>Bascription</li> <li>UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>Bascription</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>Bascription</li> <li>VIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li> <li>Bascription</li> <li>VIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>Bas</li></ul>	Address	TORONTO
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1404 LT sscription UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1405 LT sscription UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1407 LT sscription UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1407 LT sscription UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1408 LT sscription UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1409 LT sscription UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1410 LT sscription UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1410 LT sscription UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1411 LT sscription UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76	PIN	76448 – 1400 LT
N       76448 - 1404       LT         sscription       UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869614; CITY OF TORONTO         N       76448 - 1405       LT         sscription       UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869614; CITY OF TORONTO         N       76448 - 1407       LT         sscription       UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         ddress       TORONTO         N       76448 - 1408         sscription       UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Sscription       UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Stdress       TORONTO         N       76448 - 1409       LT         sscription       UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Sscription </td <td>Description</td> <td>APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET</td>	Description	APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET
<ul> <li>Bascription</li> <li>UNIT 79, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1405 LT</li> <li>Bascription</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1407 LT</li> <li>Bascription</li> <li>UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>Bascription</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>Bascription</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>Bascription</li> <li>UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li> <li>Bascription</li> <li>UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>Bascription</li> <li>UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>U</li></ul>	Address	TORONTO
APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1405 LT socription UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1407 LT socription UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1408 LT Socription UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1408 LT Socription UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1409 LT Socription UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1409 LT Socription UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST: SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1410 LT N 76448 - 1410 LT N 76448 - 1411 LT Socription UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1411 LT Socription UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO 76448 - 1412 LT Socription UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER W	PIN	76448 – 1404 LT
<ul> <li>N 76448 - 1405 LT</li> <li>UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST, SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1407 LT</li> <li>UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>9scription</li> <li>UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li> <li>9scription</li> <li>UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>9scription</li> <li>UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>9scription</li> <li>UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1412 LT</li> <li>9scription</li> <li>9011 N SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li></ul>	Description	APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET
<ul> <li>Bascription UNIT 80, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST, SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT NO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST, SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1407 LT</li> <li>UNIT 82, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1408 LT</li> <li>UNIT 83, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1409 LT</li> <li>UNIT 84, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1410 LT</li> <li>UNIT 95, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>UNIT 96, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1411 LT</li> <li>UNIT 91, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SECUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1416 LT</li> <li>SSCRIPTION</li> <li>76448 - 1416 LT</li> <li>UNIT 91, LEVEL D, TORONTO ST</li></ul>	Address	TORONTO
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<ul> <li>Bescription</li> <li>UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>TORONTO</li> <li>76448 - 1411 LT</li> <li>Bescription</li> <li>UNIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>TORONTO</li> <li>N 76448 - 1412 LT</li> <li>Bescription</li> <li>UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>N 76448 - 1412 LT</li> <li>Bescription</li> <li>UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>TORONTO</li> <li>N 76448 - 1416 LT</li> <li>UNIT 91, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> </ul>	Address	TORONTO
<ul> <li>76448 - 1411 LT</li> <li>DIT 86, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1412 LT</li> <li>76448 - 1412 LT</li> <li>76448 - 1412 LT</li> <li>95cription</li> <li>UNIT 87, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> <li>76448 - 1416 LT</li> <li>76448 - 1416 LT</li> <li>95cription</li> <li>UNIT 91, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SEOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</li> </ul>	PIN Description	UNIT 85, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET
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APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SE OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO	PIN	76448 - 1416 LT
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OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO ddress TORONTO	Address	-

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

Registered as AT4024509 on 2015 09 30 at 16:54 yyyy mm dd Page 14 of 14

# 769

#### Consideration

Consideration \$1,038,911.44

Claimant(s)

Address for Service

Name

SPEEDY ELECTRICAL CONTRACTORS LIMITED 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.

#### 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

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				
l have	the authority to sign and register the d	ocument on behalf of the Applicant(s).			
	the authority to sign and register the d mitted By	ocument on behalf of the Applicant(s).			
Sub		23 Lesmill Road, #300 Toronto			2015 09 30
Sub	mitted By	23 Lesmill Road, #300			2015 09 30

#### Fees/Taxes/Payment

Statutory Registration Fee Total Paid \$60.00 \$60.00

of Progress Paymer								
<ul> <li>be made by the Subcontractor prior to ondition for either:</li> <li>second and subsequent progress prior</li> </ul>		58	Decl	arant has re	ceived pay	yment is No	23	or which the
release of holdback.						of Aug	•	
dentification of Subcontract			in th	e year <u>2</u>	214			•
Name of Subcontract (Location and des	cription of the Work as it as	opears i	1 the Suboo	ontract Doc	uments)		• <u></u>	
EDGE ON TRIANGLE PAR	K, 2-6 LISGAR	STI	EET,	TORON	FQ, 0	NT.		
(ELECTRICAL INSTALLA	TIONS AS DRAW	INGS	S DIVI	SION	#16)			
Date of Contract: 2	AUGUST	:	2012	· · · · · · · · · · · · · · · · · · ·				
	Month		Уеат					
Name of Contractor				Subcontracto			Security - Sciller Low-	mille Conductor
EDGE ON TRIANGLE PAR	RK INC.		SPEEI	Y ELE	CTRIC	AL CON	TRACT	ORS LTD
dentification of Declarant								
Name of Declarant	<u></u>		Position o	r Title (of of	ice held with	Subcontractor)		
TINA PASSERO			SECRE	ETARY	TREAS	URER		
					<u> </u>			,,,,,,,,
eclaration I solemnly declare that, as of the date of								
named in the Subcontract identified abo that all accounts for labour, subcontract by the Subcontractor in the performance responsible, have been paid in full as a above, except for: 1) holdback monies properly retained. 2) payments deferred by agreement, o 3) amounts withheld by reason of te withheld. I make this solemn declaration conscient oath. Declared before me in <u>VAUGE</u>	ove, and as such have auth ts, products, services, and e of the work as required b required by the Subcontrac gitimate dispute which have ntiously believing it to be t	iority to constru- y the Si of up to ve been rue, and	bind the S stion mach obcontract, and inclus identified knowing thi	Subcontract inery and e and for wh ding the lat to the part	or, and ha quipment lich the Co est progre y or partie f the same	ve personal which have ontractor mig as payment es, from wh	knowledge been incu th in any received, i om payme	e of the fact rred directly way be held as identified ent has been
in the year 2014		n unu r		Dal	0	/		ກີ ກິເສຂາກe G
Simony of Decloyme		mirriona	r for Oathr	Naton Publ		Ciba Banca a		- 
Signatule of Declarant The making of a false or fraud of the Criminal Code of Canad penalties including fines or imp	ulent declaration is a la, and could carry, u	contr	avention	n CCD	hs agreeme pyrigur asd res to be an i⊂ 9 - 2081	f the Peace, e ent is protecto is intended b unalized ve except to th afrenations, co	ed by by the rsion of e-extent c	

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eClearance



## eClearance

## **Clearance Certificate**

Search Results

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

(Back)

https://eservices.wsib.on.ca/portal/server.pt/community/eservices/eclearance/

19/11/2014

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` م. ب	FORM 5 DECLARATION OF LAST SUPPLY UNDER SUBSECTION 31 (5) OF THE AC
	Construction Lien Act
	SPEEDY ELECTRICAL CONTRACTORS LTD.
	(new of righter)
	s stabilier of abrilans or metangle to an improvement being made to
	(address of premises)
	Sectors that: 1. The following services or materials were supplied: ALL, BLECTRICAL MATERIALS & SUPPLIES
	(description of random waterials were supplied under a contract (or subcostroed) with
	the day of AUGUST 2012
	3. The fast supply of services or misisfiele made by the supplier to the improvement under the contract (or subcontract), was made of OCTOBER 22, 2014
	(dero of last supply)
	4. No further sources ar materials will be respiled voter the contrast (or subconvert).
	Destand before me at the, C1 by
	DNTARIO
	2.2014 Of Of Charles and Charl
	A Courrelationar, ele.
	Giuseppe Gareri, Notary Public Regional Municipality of York, limited to the attostation of instruments and the taking of affidavits, for Sybaris Ventures Inc., o/s Gareri Travel Agency. Bapires March 17, 2017
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**ELECTRICAL CONTRACTORS LIMITED** 

114A Caster Ave., Woodbridge, Ontario L4L 5Y9 A Gaster Ave., wooddings, Charles \_\_\_\_\_ Tel: 905-264-2344 Fax: 905-264-1158 RECEIVED NOV 2 0 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 22-Oct-2014	SALESMAN	YOUR ORDER No. 0	URORDERNO. 25837	SHIPPEDVIA		erms et 30 days
	OUANTITY ORDERED		DESCRIPTION			UNIT PRICE	AMOUNT
		CONTRACT AMOUNT PREVIOUSLY BILLED CURRENT PROGRESS CONTRACT BALANCE	\$ 615,				
A	1.00	RETAINAGE	URI	BANCOF	۹P	5,405.37	615,405.37
0			DATE:				
		•	PROJECT #:				
			COSTCORE				
			PUHCHAGE O	RDER #:			
				CT#:			ŀ
maray Filingia	22.7 V XZzr - resonances and set of the other state of the set of the set	9 	unan an	Ý.			
			COMPANY:				
			GAL CODE:				
			GROUP #:				
					NET TOTAL		615,405.37
		HST Number 10496	0299 RT0001		HST	•	80,002.70
$\bigcirc$			······			TOTAL	1695,408.07
		06	NVOICE				



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\*Edge On Triangle Park Inc.

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#### FR: SPEEDY ELECTRICAL CONTRACTORS Sonia Clarelli actarelli@speedyelectric.ca\_\_\_\_\_ fax: 805-284-1158

louiss@urbancoro.com

#### MARCO GERALDO

(NVOICE # DATE DRAW # 21880 October-17-14 26H.B.

PROGRESS DRAW

	CONTRACT	WORK COMPLETED TO DATE	WORK PREVIOUSLY BILLED	WORK COMPLTED THIS PERIOD \$	WORK COMPLETED THIS PERIOD %	BALANCE TO COMPLETE
BREAKDOWN						
1 (PERMITS, DRAWINGS	\$ 35,826.00		\$ 33,843.76		0%	\$ 1,781.25
2 TEMPORARY BERVICE & POWER 3 DISTRIBUTION - MAIN SWITCHBOARD	\$ 15,000.00 \$ 120,000.00		\$ 15,000.00 \$ 120,000.00	<u>s</u>	0%	s
4 DISTRIBUTION - TRANSFORMERS	\$ 110,000.00		\$ 110,000.00	\$	0%	3
5 DISTRIBUTION - ROOF SWITCHBOARD	<b>3</b> 60,000.00		5 00,000.00	\$	0%	5
6 DISTRIBUTION - MISC. PANELS 7 DISTRIBUTION - SUITE RISER PANELS	\$000.00 \$0000.00		\$ <u>50,000.00</u> \$90,000.00		0%	· · · · · · · · · · · · · · · · · · ·
6 DISTRIBUTION - SUITE PANELS	\$ 40,000.00		\$ 40,000.00		0%	\$
B DISTRIBUTION INSTALLATION	\$ 65,000.00	8 85,000,00	\$ B6,000.00		0%	
10 FIRE ALARM - MAIN PANEL . 11 FIRE ALARM - DEVICES	\$ 70,000.00 \$ 160,000.00	8 70,000.00 \$ 160,000.00	\$ <u>70,000.00</u> \$ 180,000.00		0%	\$ <u>·</u>
12 FIRE ALARM - VERIFICATION	\$ 30,000.00	\$30,000.00			0%	
13 IGEN 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	5 .	0%	s
16 P3-SLAB	\$ 40,000.00		\$ 40,000.00	5 -	0%	3
17 P2-SLAB	40,000.00		\$ 40,000.00		0%	8 .
18 GROUND - SLAB	\$ <u>30,000,00</u> \$ <u>36,000,00</u>		\$ 29,900.00 \$ 35,100.00		0%	\$ 100.00 \$ (100.00
20 P3-ROUGH-IN	\$ 35,000.00				0%	\$ (100.00
21 P2-ROUGHIN	\$ 35,000.00			\$ -	0%	\$ (100.00
22 GROUND · ROUGH-IN 23 P4-FINISHING	\$ 35,000.00			<u>s</u>	0%	\$ 1,750.00
24 P3-FINISHING	\$ 20,000.00			\$ .	0%	\$ <u> </u>
25 P2-FINISHING	\$ 20,000.00			· · · · · ·	0%	\$
28 GROUND - FINISHING 27 (P1-ROUG)-IN (TPA)	\$ 20,000.00		\$ <u>20,000.00</u> \$ 52,160.00		0%	\$ (160.00
28 PI-FINISHING (TPA)	3 35,000.00	\$ 35,000.00	\$ 36,000.00	\$ .	0%	5
29 GROUND ROUGH - (TPA)	\$ 20,000.00		\$ 20,000.00		0%	\$
30 GROUND FINISH - (TPA) 31 (2ND FLOOR - SLAB	\$ <u>\$5,000.00</u> \$ 40,000.00		\$ <u>15,000.00</u> \$ 40,000.00	2	0%	3
32 (2ND FLOOR - ROUGH IN	5 60,000.00	\$ 80,000.00	\$ \$0,000.00	5.	0%	15 -
33 2ND FLOOR - FINISH	\$ 30,000,00		\$ 30,000.00	· · ·	0%	\$
34 3RD FLOOR - SLAB 35 3RD FLOOR - ROUGH IN	\$ 40,000.00		\$ 40,000.00 \$ 60,000.00	<u>s</u>	0%	
38 JORD FLOOR - FINISH	\$ 30,000.00			\$	0%	3
37 38 BUILDING 'A' WEST	· • • • • • • • • • • • • • • • • • • •					
39 L4-SLAB	\$ 57,600.00	\$ 57,500.00	57,500.00	\$	0%	3
40 L5-BLAB	\$ 57,500.00			\$	0%	
41 [L6-SLAB 42 [L7-SLAB	\$ 57,500.00			<u>s</u>	0%	\$
43 LE-SLAB	\$ 30,000.00	3 30,000.00	\$ 30,000.00	\$ -	0%	
44 LB-SLAB	\$ 30,000,00		\$ <u>30,000.00</u> \$ 30,000.00		0%	\$ .
45 L10-SLAB	\$ 30,000.00		\$ 40,000.00	· · ·	0%	\$
47 L12-SLA8	\$ 40,000.00	\$ 40,000.00			0%	· ·
48 /L13-SLAB	\$ 40,000.00 \$ 40,000.00		\$ 40,000.00 \$ 40,000.00		0%	\$ <u>-</u>
50 L15-SLAB	40,000.00		\$ 40,000.00		0%	
51 L 16-SLAB	\$ 40,000.00			\$	0%	\$ .
52 L17-SLAB 63 L18-SLAB	\$ 40,000.00 \$ 40,000.00		\$ 40,000.00 \$ 40,000.00		0%	1
54 L19-SLAB	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00		0%	3
65 MECH / ROOF BLAB	10,000,00				0%	5 .
56 L4-ROUGH-IN	\$ 80,500.00				0%	\$ <u>-</u> \$
58 LS-ROUGH-IN	\$ 60,500.00				0%	\$
59 L7-ROUGH-IN	\$ 80,500.00				0%	\$
60 LE-ROUGHIN	\$ 42,000.00				0%	\$
82 LIO-ROUGH-IN	\$ 42,000.00				0%	\$
63 L11-ROUGH-IN	\$ 58,000,00				0%	\$
64 L12-ROUGH-IN	\$ <u>56,000.00</u> \$ 58,000.00				0%	\ <u>\</u>
88 L14-ROUGH-IN	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00	\$ -	0%	\$
87 L16-ROUGH-IN	\$ 58,000.00				_0%	3
68 L18-ROUGH-IN	\$ 58,000.00				0%	\$
70 L18-ROUGH-IN	\$ 58,000.00		\$ 58,000.00	3	0%	3
71 LIS-ROUGH-IN	\$ 58,000.00	\$ 56,000.00	\$ 58,000.00	\$ -	0%	\$ .
72 MECH / ROOF ROUGH-IN 73 L4-FINISHING	\$ 18,000.00 \$ 34,500.00				0%	\$ <u>-</u>
73 LSFINISHING	\$ 34,500.00				0%	<u> </u>
75 L8-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	5 .	0%	5 .
78 L7-FINISHING	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00		0%	\$

	77' LEVFINISHING	\$ 18,000.00	18,000.00 \$	18,000.00 3	0% \$	
• •	78 LEFINISHING	\$ 18,000,00			0% \$	30
	78 LID-FINISHING	18,000.00			- 0% \$	
. A.	BO L11-FINISHING	\$ 24,000.00		24,000.00 \$	- 0% 5	
-	81 L12-FINISHING	\$ 24,000.00	24,000,00 \$	24,000.00 \$	- 0% \$	
	A2 L13-FINISHING	\$ 24,000.00		21,600.00 \$	0% \$	2,400.00
	63 L14-FINISHING	\$ 24,000.00			- 0% \$	-
	84 L15-FINISHING	\$ 24,000.00		24,000.00 \$	- 0% 3	
Galle	es (LIB-FINISHING	\$ 24,000.00 [			- 0% 8	
	BE L17-FINISHING	\$ 24,000.00			- 0% \$	
	67 L18-FINISHING	\$ 24,000.00			- 0% \$	
	88 L19-FINISHING 89 MECH / ROOF FINISH	\$ 24,000,00 \$ 5,000,00		24,000.00 \$	- 0% \$	
		3 8,000,00 [ 3	1,000.00	B,000.00 \$		· · · · · · · · · · · · · · · · · · ·
	91 BUILDING B EAST					
	92 L4-SLAB	\$ 57,500,00	57,500.00 5		- 0% \$	
	93 L5-SLA9	\$ 57,500.00		57,500.00 \$	- 0% 3	
	B4 L6-SLAS	\$ 57,500,00	\$7,500.00 \$	57,500.00 \$	- 0%	
	95 L7-SLAB	\$ 57,500.00		57,500.00 \$	- 0% 3	
	90 LB-SLAB	\$ 27,500,00		27,600.00 \$	- 0% \$	-
	97 LO-SLAB	\$ 30,000.00		30,000.00 \$	- 0% 3	
	96 L10-SLAB	3 27,500.00		27,500.00 \$	0% 3	
	99 L11-\$LAB 100 L12-\$LAB	40,000.00		40,000.00 \$	0% 3	
	101 L13-SLAB	\$ <u>42,500.00</u> \$42,500.00		42,500.00 \$	- 0% 5	
	102/L14-SLAB	\$ 45,000.00			- 0% 3	•
	103 L 15-SLAB	45,000,00			0%	
	104 L16-SLAB	\$ 45,000.00			- 0%	
	106 L17-SLAB	\$ 45,000.00	45,000.00	45,000.00 \$	0% 3	
	106 L 18-SLAB	\$ 45,000,00	48,000.00	49,000,00 \$	0% 3	
	107 L19-SLAB	\$ 45,000,00 \$	45,000,00	45,000.00 \$	- 0% \$	
	106 L20-SLAB	\$ 45,000.00			. 0% 3	
	108 L21-SLA9	\$ 45,000.00	45,000,00 \$		- 0% 1	
	110 MECH / ROOF SLAB	\$ 10,000.00		10,000.00 \$	- 0%	
	112L5-ROUGH-IN	\$ 60,500.00 \$ 80,500.00		60,500.00 \$	- 0% \$	
	113 L6-ROUGH-IN	\$ 80,500.00		80,500.00 \$	- 0%	
	114 L7-ROUGH-IN	\$ 80,500.00		80,500,00 \$	- 0% \$	
	115 LA-ROUGH-IN	\$ 38,500,00		38,500.00 \$	0%	· · ·
	118 L9-ROUGH-IN	\$ 42,000,00	42,000.00	42,000.00 \$	- 0% \$	
	117 LID-ROUGHIN	\$ 38,600,00			- 0% 1	;
	118 LIT-ROUGH-IN	\$ 56,000.00			- 0%	•
	119 L12-ROUGH-IN	\$ 59,500,00			- 0% 3	
	120 L13-ROUGHIN	\$ 59,600.00			0%	
	121/L14-ROUGH-IN	\$ 63,000.00		63,000,00 \$	- 0% 4	
	122 L 15-ROUGH-IN 123 L 18-ROUGH-IN	\$ 83,000.00 { \$ 63,000.00 {			- 0% 3	
	124 L17-ROUGH-IN	\$ 63,000.00			- 0% 3	
	125(L18-ROUGH-IN	\$ 63,000.00		63,000.00 3		
$( \land )$	126 L18-ROUGH-IN	\$ 63,000.00		83,000.00 \$	0%	
	127/L20-ROUGH-IN	\$ 83,000.00	\$ 83,000.00 \$		- 0% 3	
	128 L21-ROUGH-IN	\$ 63,000.00 }	63,000.00 3	83,000.00 \$	0% 3	
	129 MECH / ROOF ROUGH-IN	\$ 18,000,00	18,000.00 1	18,000.00 \$	. 0% \$	•
	130 L4-FINISHING	\$ 34,500.00		34,500.00 \$	0%	-
		\$ 34,500.00	34,500.00	34,500,00 \$	0% 3	
	132 LB-FINISHING	\$ 34,500.00			. 0% 1	
	133/L7-HNISHING	\$ 34,500.00			- 0% 3	
	135/L&FINISHING	\$ 18,000.00			- 0%	
	138 LIG-FINISHING	\$ 18,500.00			- 0%	
	137 L11-FINISHING	\$ 24,000.00			- 0%	
	138 LIZ-FINISHING	\$ 25,500.00			- 0%	
	139 L13-FINISHING	\$ 25,800.00	\$ 25,500.00	25,500.00 \$	0%	· · ·
	140 L14-FINISHING	5 27,000,00			- 0% \$	•
	141 L15-FINISHING	\$ 27,000.00			- 0%	•
	142 LIG-FINISHING	\$ 27,000,00			0%	
and a state of the second	143 (17-FINISHING	\$ 27,000.00			0% 1	•
	144 LIB-FINISHING	3 27,000,00			- 0% 3	
	146 L19-FINISHING	\$ 27,000.00		27,000.00 \$	- 0% -	
	146120-FINISHING	\$27,000.00			- 0% 1	
	148 MECH / ROOF FINISH	\$ 8,000.00			- 0%	
	TOTAL	\$ 6,158,625.00	\$ 6,164,063.76 1		0,000%	
			A ALIA MARANA []		4,000 /# 4	9,011.40

### CHANGE ORDERS

				CONTRACT	co	WORK MPLETED TO DATE		WÓRK PREVIOUSLY BILLED		WORK COMPLIED HIS PERIOD	WORK COMPLETED THIS PERIOD %		BALANCE TO COMPLETE
		BREAKDOWN											
	[]		\$	0,00		-	**		\$		0%	\$	0.00
	2		5	0.00			\$	•	\$	-	0%	\$	- 0.03
	3		\$	0.00			\$		\$	*	0%	18	0.00
	4			0.00	\$		\$	•	\$		0%	\$	0.00
	5		\$	0.00			\$	•	3		0%	\$	0,00
	ß		**	0.00	1		\$	-	\$	•	0%	5	0.00
	7		\$	0.00		-	5	•	\$	-	0%	\$	0.00
Street St.	8		*	0,00	[\$		\$	•	\$	•	0%	5	D.00
	9		\$	0.00		•	\$	*	\$	÷	0%	LŦ	0.00
	10		5	0.00		•	\$	-	\$		0%	\$	0.00
		TOTAL	\$	0,00	\$	•	\$		4	•	0.000%	\$	0.00

776 Speedy Electrical Contractors Limite Statement of Account 31

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

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

DATE 14-Aug-15 CUSTOMER NO. URBEDGE

			Edge w	rain cont	racti
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		Invoice	0000282081	102,615.30	102,615.30
03/03/15		Invoice	0000286556	949.20	949.20
04/23/15	22826	Invoice	0000288250	5,346.31	5,346.31
10-22-11	21380 (Hold book)	movel	CO00 283082	695,408,07	695,408.07
		¥819827.85 \$213004.88 \$1,029832.76 1729.83 \$1,031562.59			

CURRENT	30+ DAYS	60+ DAYS	90+ DAYS	AMOUNT DUE
			119,419.81	119,419.81
<u> </u>		· · · · · · · · · · · · · · · · · · ·		/

814,827,88

## Speedy Electrical Contractors Limite

Statement of Account 32

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

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

Edlo 0~ tran 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 Invoice 05/21/14 21263 0000276342 31,258.09 3,125.81 09/16/14 Payment 0000280785 -28,132.28 09/26/14 21798 0000281276 Invoice 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 Invoice 09/26/14 21793 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 Invoice 0000287692 66,138.80 12/19/14 22731 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

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

778

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

Gorie

(416) 928-5001 Ext.

19-Dec-2014

1.00

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26751

Net 30 days

-6,503.32 -6,503.32

EDGE

CHANGE ORDER 14781-3

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

1.00 RETAINAGE

t		NET	TOTAL	58,529.91
н	ST Number 10496 0299 RT000	1.	HST	7,608.89

\$66,138.80

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22731

aug1st



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. SALESMAN DATE YOUR ORDER No. OUR ORDER No. SHIPPED VIA TERMS 31-Aug-2015 27613 Net 30 days QUANTITY ORDERED DESCRIPTION UNIT PRICE AMOUNT 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 1.00 RETAINAGE 6,503.32 6,503.32 NET TOTAL 6,503.32 HST Number 10496 0299 RT0001 HST 845.43 -\$7,348.75 TOTAL INVOIGE

NO

23519

34

#### 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

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.

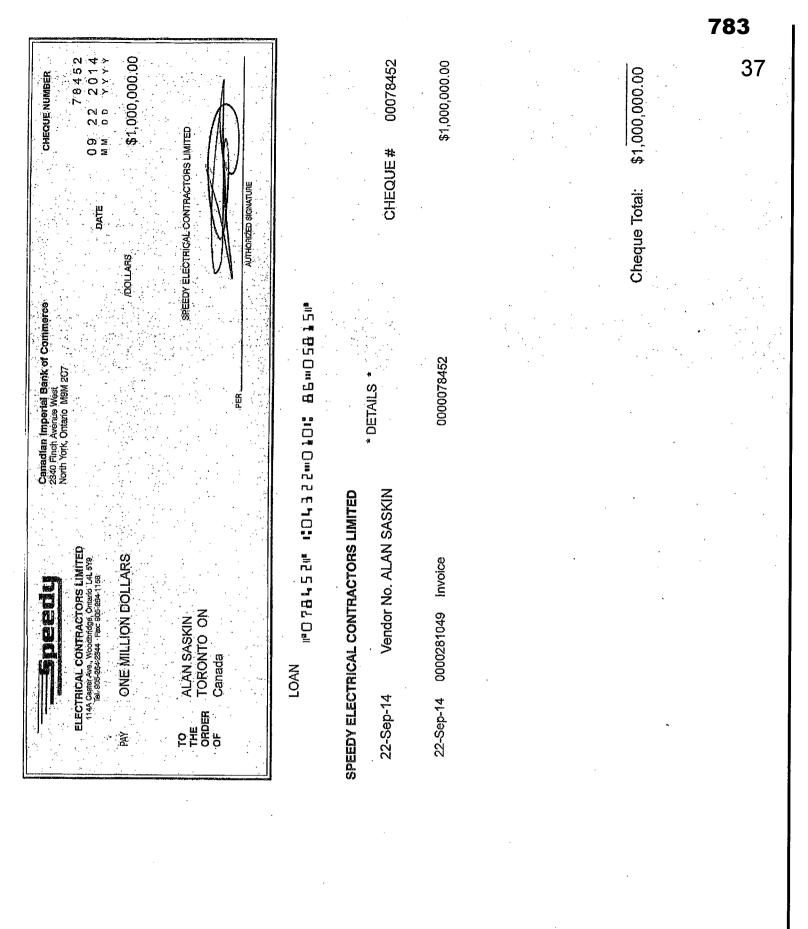
The Holder and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice or protest, demand and dishonour and non-payment of this Promissory Note, and consent to any and all renewals and extensions in the time of payment hereof, and agree further that, 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 Sask



# Ginic, Vanja

From: Sent: To: Cc: Attachments: Kevin Sherkin <Kevin@LSBLAW.com> 30-Sep-15 5:40 PM Barry Rotenberg Angela Bazos Isbscanner@rationalsolutions.com\_20150930\_155058.pdf

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 (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.

Receipted as AT4024509 on 2015 09 30 at 16:54

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

yyyy mm dd Page 1 of 16

i ne applicant	(s) hereby applies to the Land Registrar.	yyyy mm dd	Page 1
Propertie	S	· · · · · · · · · · · · · · · · · · ·	
PIN	76448 - 0001 LT		
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	•	
Address	TORONTO		
PIN	76448 - 0002 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0003 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0004 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0005 LT		
Description	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		
Address	TORONTO		
PIN .	76448 - 0006 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0007 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0008 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0009 LT		
Description	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		
Address	TORONTO		
9N	76448 - 0011 LT		
Description	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		
ddress	TORONTO		
ŶŇ	76448 - 0012 LT		
escription	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		
ddress	TORONTO		

Propertie	S .		
PIN	76448 - 0013 LT	-,	· · ·
Description	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		
Address	TORONTO		
PIN	76448 - 0014 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0016 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0018 LT		
Description	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		
Address	TORONTO	,	
PIN	76448 - 0020 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0021 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0024 LT		
Description	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		
Address	TORONTO		
PIN	76448 ~ 0025 LT		
Description	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		
ddress	TORONTO		
9N	76448 - 0026 LT		
escription	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		
ddress	TORONTO		
1N	76448 - 0027 LT		
escription	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		
ddress	TORONTO		
IN	76448 - 0031 LT	·	
escription	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		
ddress	TORONTO		

Receipted as AT4024509 on 2015 09 30 at 16:54

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

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Page 3 of 16

пе аррлсан	(of horoby applies to the Land Registral.	yyyy mm dd	Page 3 of
Propertie	\$		
PIN	76448 - 0033 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0034 LT		
Description	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		
Address	TORONTO		
PIN .	76448 - 0041 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0049 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0051 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0066 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0068 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0069 LT		
Description	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		
ddress	TORONTO		
PIN	76448 - 0070 LT		
Description	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		
ddress	TORONTO		
NN	76448 - 0071 LT		
escription	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		
ddress	TORONTO		
NN .	76448 - 0073 LT	•	
escription	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		
ddress	TORONTO		

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Propertie	5		
PIN	76448 - 0094 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0096 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0097 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0106 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0108 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0110 LT		
Description	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		
Address	TORONTO .		
PIN	76448 - 0113 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0117 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0125 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0148 LT		
Description	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		
ddress	TORONTO		
9N	76448 - 0162 LT		
escription	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		
ddress	TORONTO		

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PIN	76448 - 0174 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0177 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0188 LT	,
Description	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	
Address	TORONTO	
PIN	76448 - 0191 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0205 LT	
Description	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	
Address	TORONTO	•
PIN	76448 - 0239 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0240 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0241 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0260 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0262 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0263 LT	
Description	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	
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PIN	76448 - 0264 LT	······································	
Description	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		
Address	TORONTO		
PIN	76448 - 0265 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0266 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0269 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0290 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0291 LT		
Description	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	· ,	
Address	TORONTO		
PIN	76448 - 0292 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0293 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0296 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0298 LT		
Description	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		
ddress	TORONTO		
9N	76448 - 0315 LT		
escription	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		
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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	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		
ddress	TORONTO		
<b>N</b>	76448 - 0376 LT		
Description	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		
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Propertie	S		
PIN	76448 - 0377 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0392 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0395 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0401 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0402 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0403 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0404 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0405 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0408 LT		
Description	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		
ddress	TORONTO		
2N	76448 - 0433 LT		
escription	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		
ddress	TORONTO		
'IN	76448 - 0436 LT		
escription	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 AT 3980514, OLD OF TOPOLTO		
ddress	SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO TORONTO		

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Propertie	Properties				
PIN	76448 - 0447 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0453 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0456 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0461 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0462 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0463 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0480 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0493 LT				
Description	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				
Address	TORONTO				
PIN	76448 - 0498 LT ·				
Description	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				
Address	TORONTO				
9N	76448 - 0501 LT				
Description	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				
ddress	TORONTO				
PIN .	76448 - 0514 LT				
escription	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				
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PIN	76448 - 0515 LT	· .	
Description	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		
Address	TORONTO		
PIN	76448 - 0530 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0544 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0551 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0552 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0568 LT		
Description	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		
Address	TORONTO		•
PIN	76448 - 0569 LT		
Description	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		
Address	TORONTO		
NIN	76448 - 0575 LT		
Description	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		
Address	TORONTO .		
PIN	76448 - 0586 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0590 LT		
Description	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		
ddress	TORONTO		
ΥN	76448 - 0614 LT		
escription	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		
ddress	TORONTO		

Properties

PIN

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

76448 - 0621 LT

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PIN	76448 - 0621 LT
Description	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
Address	TORONTO
PIN	76448 - 0638 LT
Description	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
Address	TORONTO
PIN	76448 - 0639 LT
Description	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
Address	TORONTO
PIN	76448 - 0676 LT
Description	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
Address	TORONTO
PIN	76448 - 0679 LT
Description	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
Address	TORONTO
PIN	76448 ~ 0681 LT
Description	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
Address	TORONTO
PIN	76448 - 0765 LT
Description	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
Address	TORONTO
PIN	76448 - 0804 LT
Description	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
Address	TORONTO
PIN	76448 - 0824 LT
Description	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
Address	TORONTO
PIN	76448 - 0859 LT
Description	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
Address	TORONTO
PIN	76448 - 0901 LT
Description	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
Address	TORONTO

## LRO # 80 Construction Lien

Properties

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AT4024509	on 2015 09 30	at 16:54	
	yyyy mm dd	Page 12 of 16	
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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	TÓRONTO	
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	

LRO # 80 Construction Lien

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Propertie	15		
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		
Addr <del>o</del> ss	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		
ddress	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		
lddress	TORONTO		
9N	76448 - 1262 LT		
escription	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		
ddress	TORONTO		

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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 <sup>°</sup> 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
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
NN N	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
ddress	TORONTO

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#### LRO # 80 Construction Lien

Receipted as AT4024509 on 2015 09 30 at 16:54

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

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Propertie		 
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.

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 WÁS 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

Signe	ed By				
Kevin I	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).

Subn	nitted 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			11
Statuto	ry Registration Fee	\$60.00	· ·	
Total Paid \$60.00		\$60.00		

# Ginic, Vanja

From: Sent: To: Cc:	Manali Tasha Pradhan <mtpradhan@harris-sheaffer.com> 21-Oct-15 1:43 PM Kevin Sherkin; Barry Rotenberg; Jack B Berkow</mtpradhan@harris-sheaffer.com>
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	В	76302-0752
2.	29	В	76302-0753
3.	30	В	76302-0754
4.	31	В	76302-0755
5.	32	В	76302-0756
6.	33	В	76302-0757
7.	34	В	76302-0758
8.	35	В	76302-0759
9.	36	В	76302-0760
10.	37	В	76302-0761
11.	38	В	76302-0762
12.	70	В	76302-0794
13.	17	D	76302-1140

Regards, Manali

Manali T. Pradhan <u>mtpradhan@harris-sheaffer.com</u> *direct dial* 416.250.2858



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

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From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: Wednesday, October 21, 2015 1:35 PM
To: Barry Rotenberg; Jack B Berkow
Cc: Michelle Cruz; Manali Tasha Pradhan; Cheryl Lee (CherylL@urbancorp.com); 'Jeff Cecilio'
Subject: RE: Speedy

Thanks

56

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)

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From: Barry Rotenberg [mailto:brotenberg@harris-sheaffer.com] Sent: October 21, 2015 1:28 PM To: Kevin Sherkin <<u>Kevin@LSBLAW.com</u>>; Jack B Berkow <<u>ibberkow@berkowcohen.com</u>> Cc: Michelle Cruz <<u>Michelle@LSBLAW.com</u>>; Manali Tasha Pradhan <<u>mtpradhan@harris-sheaffer.com</u>>; Cheryl Lee (<u>CherylL@urbancorp.com</u>) <<u>CherylL@urbancorp.com</u>>; 'Jeff Cecilio' <<u>ieffc@urbancorp.com</u>> Subject: RE: Speedy

We have the Pins and will send them to you in a minute.

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)

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

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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

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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)

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From: Jack B Berkow [mailto:jbberkow@berkowcohen.com] Sent: October 9, 2015 3:11 PM To: Kevin Sherkin <<u>Kevin@LSBLAW.com</u>> Cc: Alan Saskin <<u>alansaskin@gmail.com</u>> 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 is the invoices owing to Speedy for work done on Edge on Triangle Park (Edge).

We thank you for your continued cooperation

<image001.gif>

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

# jberkow@berkowcohen.com

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# Ginic, Vanja

From:	Kevin Sherkin <kevin@lsblaw.com></kevin@lsblaw.com>
Sent:	16-Nov-15 4:12 PM
То:	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)

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# LRO # 80 Discharge Of Construction Lien

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Receipted as AT4067445 on 2015 11 16 at 15:48

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

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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		
Address	TORONTO	·	
PIN	76448 - 0002 LT		
Description	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		
Address	TORONTO		
PIN .	76448 - 0003 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0004 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0005 LT		
Description	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		
Address	TORONTO		
PIN .	76448 - 0006 LT		
Description	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		
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Description	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		
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escription	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		
ddress	TORONTO		
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ddress	TORONTO		
IN	76448 - 0011 LT		
escription	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		
ddress	TORONTO		
IN	76448 - 0012 LT		
escription	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		

LRO # 80 Discharge Of Construction Lien

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Address	TORONTO		
PIN	76448 - 0014 LT		
Description	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		
Address	TORONTO		
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Description	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		
Address	202 SUITE 36 LISGAR STREET TORONTO		
PIN	76448 - 0018 LT		
Description	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		
Address	205 SUITE 36 LISGAR STREET TORONTO		
PIN	76448 - 0020 LT		
Description	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		
Address	207 SUITE 36 LISGAR STREET TORONTO		
PIN	76448 - 0021 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0024 LT		
Description	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		
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ddress	TORONTO		
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escription	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		
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# LRO # 80 Discharge Of Construction Lien

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Description	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		
Address	TORONTO		
PIN	76448 - 0033 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0034 LT		
Description	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		
Address	TORONTO		
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Description	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		
Address	TORONTO		
PIN	76448 - 0049 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0051 LT		
Description	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		
Address	TORONTO		
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Description	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		
Address	TORONTO		
PIN .	76448 - 0068 LT		
Description	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		
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escription	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		
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escription	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		
ddress	TORONTO		
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escription	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	۰.	
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#### LRO # 80 Discharge Of Construction Lien

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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

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Address       TORONTO         PIN       76448 - 0097 LT         Description       UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0106 LT         Description       UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO Address         PIN       76448 - 0108 LT         Description       UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO Address         PIN       76448 - 0108 LT         Description       UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0110 LT         Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 26, LEVEL 3, TORONTO STANDARD CONDOMINUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO A		
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PIN       76448 - 0106 LT         Description       UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0108 LT         Description       UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0110 LT         Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT	AF	VIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS ET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description         UNIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0108 LT           Description         UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0110 LT           Description         UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0113 LT           Description         UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0117 LT           Description         UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0117 LT           Description         UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448	fress TC	RONTO
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0108 LT         Description       UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0110 LT         Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO	! 76	3448 - 0106 LT
PIN       76448 - 0108 LT         Description       UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0110 LT         Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI <b< td=""><td>AP</td><td>NIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND IT PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS TOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO</td></b<>	AP	NIT 13, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND IT PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS TOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description         UNIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0110 LT           Description         UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0113 LT           Description         UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0117 LT           Description         UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0117 LT           Description         UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO           Address         TORONTO           PIN         76448 - 0125 LT           Description         UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 24	iress TO	RONTO
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PIN       76448 - 0110 LT         Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER	AP	IIT 15, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND IT PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS TOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description       UNIT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AN         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI         APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS         SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO	ress TO	RONTO
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENT: SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0113 LT         Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS <td>76</td> <td>3448 - 0110 LT</td>	76	3448 - 0110 LT
AddressTORONTOPIN76448 - 0113 LTDescriptionUNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTOAddressTORONTOPIN76448 - 0117 LTDescriptionUNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTOAddressTORONTOPIN76448 - 0125 LTDescriptionUNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTOPIN76448 - 0125 LTDescriptionUNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTOPIN76448 - 0148 LTDescriptionUNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO	AP	IT 17, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS T OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description       UNIT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS		
Address TORONTO PIN 76448 - 0125 LT Description UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO PIN 76448 - 0125 LT Description UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO PIN 76448 - 0125 LT Description UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO PIN 76448 - 0125 LT Description UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO PIN 76448 - 0148 LT Description UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A, SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO PIN 76448 - 0148 LT Description UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A, SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A, SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A, SUBJECT TO AND TOGETHER WITH EASEMENTS SET OT TORONTO	76	448 - 0113 LT
PIN       76448 - 0117 LT         Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO	API	IT 20, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS T OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description       UNIT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO	ress TO	RONTO
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANI APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANIL APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS	76	448 - 0117 LT
PIN       76448 - 0125 LT         Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS	APF	IT 24, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS T OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description       UNIT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANE APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO         Address       TORONTO         PIN       76448 - 0148 LT         Description       UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 ANE APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS		
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS SET OUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO Address TORONTO PIN 76448 - 0148 LT Description UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS	764	448 - 0125 LT
PIN 76448 - 0148 LT Description UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS	APF	IT 32, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS FOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Description UNIT 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS		-
APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS	764	148 - 0148 LT
	APF	T 55, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2448 AND ITS PURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS FOUT IN SCHEDULE A AS IN AT3869514; CITY OF TORONTO
Address TORONTO		

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

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Propertie	25	·····	
PIN	76448 - 0162 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0174 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0177 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0188 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0191 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0205 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0239 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0240 LT		
Description	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		
ddress	TORONTO		
9N	76448 - 0241 LT		
Description	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		
ddress	TORONTO		
NN .	76448 - 0260 LT		
escription	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		
ddress	TORONTO		
IN	76448 - 0262 LT		
escription	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		
ddress	TORONTO		

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

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Propertie	25		
PIN	76448 - 0263 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0264 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0265 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0266 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0269 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0290 LT	•	
Description	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		
Address	TORONTO		
PIN	76448 - 0291 LT		
Description	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		
Address	TORONTO		
NN	76448 - 0292 LT		
Description	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		
ddress	TORONTO		
NIN .	76448 - 0293 LT		
escription	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		
ddress	TORONTO		
NIN	76448 - 0296 LT		
escription	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		
ddress	606 SUITE 36 LISGAR STREET TORONTO		
IN	76448 - 0298 LT		
escription	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	-	
ddress	608 36 LISGAR STREET TORONTO		

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PIN	76448 - 0315 LI
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	628 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	606E 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
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# LRO # 80 Discharge Of Construction Lien

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PIN	76448 - 0376 LT	
Description	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	
Address	705E SUITE 36 LISGAR STREET TORONTO	
PIN	76448 - 0377 LT	
Description	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	
Address	706E SUITE 36 LISGAR STREET TORONTO	
PIN	76448 - 0392 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0395 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0401 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0402 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0403 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0404 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0405 LT	
Description	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	
Address	TORONTO	
PIN	76448 - 0408 LT	•
Description	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	
ddress	805 SUITE 36 LISGAR STREET TORONTO	

#### LRO # 80 Discharge Of Construction Lien

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

LRO # 80 Discharge Of Construction Lien

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PIN	76448 - 0514 LT
Description	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
Address	TORONTO
PIN	76448 - 0515 LT
Description	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
Address	TORONTO
PIN	76448 - 0530 LT
Description	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
Address	TORONTO
PIN	76448 - 0544 LT
Description	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
Address	TORONTO
PIN	76448 - 0551 LT
Description	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
Address	TORONTO
PIN	76448 - 0552 LT
Description	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
Address	TORONTO
PIN	76448 - 0568 LT ·
Description	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
Address	TORONTO
PIN	76448 - 0569 LT
Description	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
Address	TORONTO
PIN	76448 - 0575 LT
Description	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
Address	TORONTO
PIN	76448 - 0586 LT
Description	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
Address	TORONTO
PIN	76448 - 0590 LT
Description	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
Address	TORONTO

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Propertie	25		
PIN	76448 - 0614 LT	·····	÷
Description	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		
Address	TORONTO		
PIN	76448 - 0621 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0638 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0639 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0676 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0679 LT		
Description	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		
Address	1803 36 LISGAR STREET TORONTO		
PIN	76448 - 0681 LT		
Description	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		
Address	1806 36 LISGAR STREET TORONTO		
PIN	76448 - 0765 LT		
Description	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		
ddress	2018 SUITE 36 LISGAR STREET TORONTO		
NIN	76448 - 0804 LT		
escription .	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		
ddress	TORONTO		
IN	76448 - 0824 LT		
escription	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		
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Propertie	25		••••
PIN	76448 - 0859 LT		
Description	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		
Address	TORONTO		
PIN	76448 - 0901 LT		
Description	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		
Address	TORONTO		
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		
ddress	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		
ddress	TORONTO		
NN	76448 - 1171 LT		
escription	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		
ddress	TORONTO		
IN	76448 - 1172 LT		
escription	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		
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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	
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	
ddress	TORONTO	
PIN	76448 - 1257 LT	
)escription	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	
ddress	TORONTO	
YN	76448 - 1258 LT	
escription	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	
ddress	TORONTO	
IN	76448 - 1259 LT	
escription	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	
ddress	TORONTO	
N.	76448 - 1260 LT	
escription	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	

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

yyyy mm dd Page 14 of 16

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Propertie			
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		
NIN	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		
ddress	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		
ddress	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		
ddress	TORONTO		
IN	76448 - 1400 LT		
escription	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		

Receipted as AT4067445 on 2015 11 16 at 15:48

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

yyyy mm dd Page 15 of 16

ne applican	to ne eby applies to the Land Registrar.	yyyy mm dd	Page 15 o
Propertie	25		
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		
escription)	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		
ddress	TORONTO		
9N	76448 - 1412 LT		
escription	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		
ddress	TORONTO		
'IN	76448 - 1416 LT		
escription	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		
ddress	TORONTO		
IN	76448 - 1417 LT		
escription	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		
ddress	TORONTO		

Document to be Discharged			
Registration No.	Date	Type of Instrument	
AT4024509	2015 09 30	Construction Lien	

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

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#### 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. ann 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 Toronto M3B 3P6	acting for Applicant(s)	Signed	2015 11 16
Tel	416-224-2400				
Fax	416-224-2408				

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

LEVINE SHERKIN BOUSSIDAN 23 Lesmill Road, #300 Toronto M3B 3P6 Tel 416-224-2400 Fax 416-224-2408	2015 11 16
	2010 11 10
Fax 416-224-2408	
Fees/Taxes/Payment	

Total Paid

\$62.85

#### LRO # 80 Charge/Mortgage

Properties

Description

Address

Description

PIN

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

76302 - 0002 IT

76302 - 0473 LT

TORONTO

Interest/Estate

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS

APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS

Fee Simple

Page 1 of 4 yyyy mm dd

at 15.12

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SET OUT IN SCHEDULE		ND TOGETHER WITH EASEMENTS AS	
TORONTO			
76302 - 0004 LT	Interest/Estate	Fee Simple	
UNIT 4, LEVEL 1, TORON	TO STANDARD CO	NDOMINIUM PLAN NO 2302 AND ITS	
APPURTENANT INTERES	ST; SUBJECT TO AN	ID TOGETHER WITH EASEMENTS AS	
TORONTO			
76302 - 0005 LT	Interest/Estate	Fee Simple	
APPURTENANT INTERES	ST; SUBJECT TO AN	NDOMINIUM PLAN NO. 2302 AND ITS ID TOGETHER WITH EASEMENTS AS	
TORONTO			
76302-0009 LT	Interest/Estate	Fee Simple	
UNIT 1, LEVEL 2, TORON APPURTENANT INTERES SET OUT IN SCHEDULE A	T; SUBJECT TO AN	NDOMINIUM PLAN NO. 2302 AND ITS ID TOGETHER WITH EASEMENTS AS	
TORONTO			
76302 - 0010 LT	Interest/Estate	Fee Simple	
UNIT 2, LEVEL 2, TORON APPURTENANT INTERES SET OUT IN SCHEDULE A	T; SUBJECT TO AN	NDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS	
TORONTO			·
76302 - 0181 LT	Interest/Estate	Fee Simple	
UNIT 16, LEVEL 4, TORON APPURTENANT INTERES SET OUT IN SCHEDULE A	T; SUBJECT TO AN	DNDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS	
TORONTO			
76302 - 0262 LT	Interest/Estate	Fee Simple	
UNIT 10, LEVEL 7, TORON APPURTENANT INTERES SET OUT IN SCHEDULE A	T; SUBJECT TO AN	NDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS	·
TORONTO			
76302 - 0341 LT	Interest/Estate	Fee Simple	
UNIT 2, LEVEL 10, TORON APPURTENANT INTERES SET OUT IN SCHEDULE A	F; SUBJECT TO ANI	NDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS	
TORONTO			
76302 - 0449 LT	Interest/Estate	Fee Simple	
UNIT 23, LEVEL 13, TORO APPURTENANT INTEREST SET OUT IN SCHEDULE A	; SUBJECT TO ANI	ONDOMINIUM PLAN NO. 2302 AND ITS DTOGETHER WITH EASEMENTS AS	

#### APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699 Address TORONTO PIN 76302 - 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 TORONTO Address

Interest/Estate

UNIT 18, LEVEL 14, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS

Fee Simple

# LRO # 80 Charge/Mortgage

Receipted as AT4067287 on 2015 11 16 at 15:12

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

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Page 2 of 4

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Propertie	95		
PIN	76302 - 0478 LT Interest/Estate 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	76302 - 0596 LT Interest/Estate 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	76302 - 0752 LT Interest/Estate 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	76302 - 0753 LT Interest/Estate 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	76302 - 0754 LT Interest/Estate 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		
NN	76302 - 0755 LT Interest/Estate 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	76302 - 0756 LT Interest/Estate 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	76302 - 0757 LT Interest/Estate 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	76302 - 0758 LT Interest/Estate 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		
ddress	TORONTO		
IN	76302 - 0759 LT Interest/Estate Fee Simple		
)escríption	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		
ddress	TORONTO		
IN	76302 - 0760 LT Interest/Estate Fee Simple		
escription	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		
ddress	TORONTO		

#### LRO # 80 Charge/Mortgage

Receipted as AT4067287 on 2015 11 16 at 15:12

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

Propertie	S				
PIN	76302 - 0761 LT In	terest/Estate	Fee Simple		
Description	UNIT 37, LEVEL B, TORONTO S APPURTENANT INTEREST; SU SET OUT IN SCHEDULE A AS I	JBJECT TO ANI	NDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS	•	
Address	TORONTO				
PIN	76302 - 0762 LT In	terest/Estate	Fee Simple		
Description	UNIT 38, LEVEL B, TORONTO S APPURTENANT INTEREST; SU SET OUT IN SCHEDULE A AS I	IBJECT TO ANI	NDOMINIUM PLAN NO. 2302 AND ITS D TOGETHER WITH EASEMENTS AS		
Address	TORONTO				
PIN	76302 - 0794 LT Int	terest/Estate	Fee Simple		
Description	UNIT 70, LEVEL B, TORONTO S APPURTENANT INTEREST; SU SET OUT IN SCHEDULE A AS I	BJECT TO AND	NDOMINIUM PLAN NO. 2302 AND ITS DTOGETHER WITH EASEMENTS AS		
Address	TORONTO				
PIN	76302 - 1140 LT Int	terest/Estate	Fee Simple		
Description	UNIT 17, LEVEL D, TORONTO S APPURTENANT INTEREST; SU SET OUT IN SCHEDULE A AS II	BJECT TO AND	NDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
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. 1100 King Street West Toronto, ON M6K 1E6 Address for Service

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		

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# LRO # 80 Charge/Mortgage

## Receipted as AT4067287 on 2015 11 16 at 15:12

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

yyyy mm dd Page 4 of 4

Provisions		_	- <u> </u>	
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				

Signe	ed By			•	
Kevin	David Sherkin	23 Lesmill Road, #300 Toronto M3B 3P6	acting for Chargor(s)	Signed	2015 11 16
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 BOUSSI	DAN	23 Lesmill Road, #300 Toronto M3B 3P6	2015 11 16
Tel 416-224-2400			
Fax 416-224-2408			
Fees/Taxes/Payment			
Statutory Registration Fee	\$62.85		· .
Total Paid	\$62.85		
Fîle Number			<u> </u>

Chargee Client File Number :

5198-001

# Ginic, Vanja

From:	Barry Rotenberg <brotenberg@harris-sheaffer.com></brotenberg@harris-sheaffer.com>
Sent:	30-Oct-15 3:58 AM
То:	Kevin Sherkin
Cc:	Jack B Berkow (jbberkow@berkowcohen.com)
Subject:	FW: Scan Notification-Speedy-Edge-Saskin
Attachments:	20151030030227501_00000000.PDF

Attached wit5h some touch ups

A few comments

1.I think its wise to move the maturity to January 30<sup>th</sup> as its November and Christmas could screw up Urbancorp's financing.I would personally appreciate it.

2. Alan is coming back tonight but I think only for a week so let's get it done early next week.

3.there is a serious screw up in Realty taxes on every Unit in Bridge and all unsold Parking are all lumped together. I doubt that I can get a "clear" Realty Tax Certificate.

I do have stamped tax Bills showing the taxes on the Residential Units are paid for the Interim bill and I would pay the balance of the year on Closing if we close quickly as I only have so much money available for the lien clean up.

4.Urbancorp says that common Expenses are paid by automatic debit. Do you want one Status Certificate or a monthly bank Statement?

From: Barry Rotenberg Sent: October-30-15 3:50 AM To: Barry Rotenberg Subject: Scan Notification

Your scanned file is attached!



# ARE YOU SURE ITS SPEEDY ELECTRICAL CONTRACTOR LTD/("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 owner, and sole officer and director of King.

AND WHEREAS as at September 23, 2015, Saskin owed Speedy \$1,125,000.00 with interest CHECK running at 12.5 % annually and Edge owes Speedy \$1,038,911.44. 45

THE PARTIES agree as follows:

Jen 30 2016 1. Speedy and Saskin agree to extend the term of the Note until December 31, 2015 at the same rate as set out therein attached as Schedule "A" hereto.

Note Sto Says Inc

## 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. Should the funds in paragraphs 1 and 3 not be repaid by December 31, 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. The guarantee King shall be limited to the security provided and any costs of collection on the said guarantee against the security provided.

5. Nothing in this agreement hereby modifies or changes the existing indebtedness of the parties

# Page 3 of 4

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.

or per week on

- 6. King agrees to provide a status certificate showing that there are no common element arrears of the units listed on Schedule B 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 company mortgage contemplated herein of the Travelers Guarantee Company of Canada mortage registered as Instrument No. AT1587699 on the units being provided under the charter 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 November, 2015

Witness

Speedy Electrical Contractor Ltd.

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015

Witness

Edge of Triangle Park Inc.

Page 4 of 4

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015

Witness

. . . .

Alan Saskin

Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015

, r <sup>...</sup>

Witness

King Residential Inc.

# 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:

 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. 835

## 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

# Page 3 of 4

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.

- King agrees it will obtain a discharge or postponement prior to the registration of the 7. 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 6 day of NOVEMBER, 2015

SPEEDY ELECTRICAL CONTRACTORS INC.

Dated this 14 day of November ,2015

Witness

EDGE OF TRIABELE PARK INC.

Page 4 of 4

Dated this 15 day of NormBill 2015 ر 11 ALAN SASKIN Witness Dated this II day of NWANDER \_\_\_\_, 2015 Witness KING RESIDENTIAL INC.

## PROMISSORY NOTE

Schedul

## 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 Frincipal 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 Frincipal 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

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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.

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All payments to be made by the Borrower pursuant to this Promissory Note are to be made in freely transferrable, immediately available finds, 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.

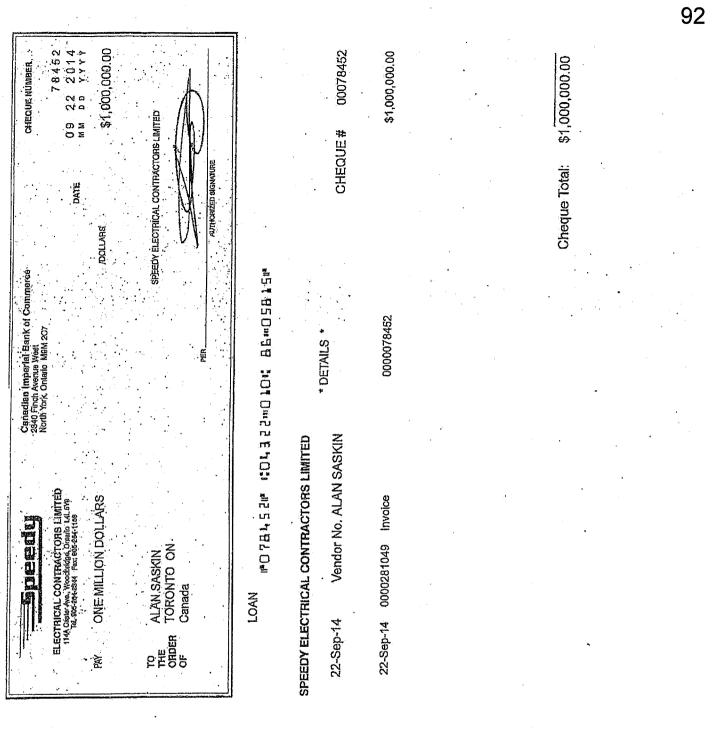
Time is of the essence hereof.

(e)

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 Sa



## ACKNOWLEDGEMENT AND DIRECTION

TO:	Kevin David Sherkin				
	(Insert lawyer's name)	•		•	
AND TO:	LEVINE SHERKIN BOUSSIDAN				
	(Insert film name)				
RE:	•			. "	("the transaction")
	(Insert brief description of transaction)			• •	
This will confil	m that	•	••		

- (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 utherched.
- You are hereby authorized and directed to enter into an escrow closing analytement substantially in the form totached hereby 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. WWe hereby acknowledge the said Agreement has been reviewed by me/us and that WWe shall be beind by its terms;
- The effect of the Documents has been fully explained to make, and live understand that live are parties to and bound by the terms and provisions of the Documents to the same extent as if live had signed them; and
- Wwe are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, \_\_\_\_\_\_\_\_\_ arm the spouse of \_\_\_\_\_\_\_\_ the [Transferon/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;

- ATransfer of the land described above.
- A Charge of the land described above.

C Other documents set out in Sch Toronto	zdule "6" strached hereto. 19 t	November 15
Dated at	, this day of	
WITNESS (As to all algostures, if required)	KING RESIDENTIAL	MALL
	Alan Saskin, Pres	addiet

I have the authority to bind the Corporation

# schedule"B".

# ACKNOWLEDGEMENT AND DIRECTION

то:	Kevin David Sherkin						
	(Insert lawyer's name)		-		-		
AND TO:	LEVINE SHERKIN BO	DUSSIDAN					
	(insert firm រាខរាទ)		. <u></u>		and an and a set of the		
4		• -					
RE:	(insert brief description	of transaction)	•••		(the t	ransaction")	
	finder blief beaufpoort		_				
This will confi	irm that:						
<ul> <li>I/We have</li> <li>(the "Docu</li> </ul>	reviewed the information set iments"), and that this information	out in this Acl tion is accura	knowledgement le;	and Direction a	nd in the documents des	scribed below	
	agent or employee are authonents in the form attached.	rized and dire	cted to sign, de	eliver, and/or reg	gister electronically, on r	ny/our behalf	•
hereto beli	ereby authorized and directe ng a copy of the version of the Upper Canada as of the data it has been reviewed by me/us	Document R of the Agreen	egistration Agre	ement, which ap e and sale herei	ncears on the website of	the Law	
The effect the terms :	of the Documents has been t and provisions of the Docume	uliy explained nts to the sam	to me/us, and I ne extent as if IA	/we understand we had signed th	that l/we are parties to a nem; and	and bound by	
	fact the parties named in the						
• I,	r/Chargor), and hereby conse	ent to the tran	the spouse of saction describ	ed in the Ackno	wiedgment and Directio	the n. I authorize	
you to indi	icate my consent on all the Do	cuments for v	hich it is require	ed.	•		
	•						
	OF ELECTRONIC DOCUME					•	
Th attached h	e Document(s)' described in the nereto as "Document in Prepa	a Acknowledg	gement and Dire a:	sction are the do	ocument(s) selected belo	w which are	
						:*	
	Transfer of the land describe						
	Charge of the land described		·				
	ther documents set out in Sci Toronto	redule "B" atta	iched hereto. 1st		November	15	
Dated at	• • • • • • • • • • • • • • • • • • •	, this		day of		, 20	
WITNESS	;						
(As to all s	ignatures, if required)		KING R	ESIDENTI	AL INC.		
			Per:				
			Alan S T have	askin, P the aut	residnet hority to bir	nd the Corp	oration
·,	•						
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LRO # 80 Charge/Mortgage

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Dronomia		
Properties		
PIN Description	76302 - 0002 LT Interest/Estate Fee Simple 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 AT3270599	•
Address	TORONTO	
PIN	76302 - 0004 LT Interest/Estate Fee Simple	
Description	UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699	
Address	TORONTO	
PIN	76302 - 0005 LT Interest/Estate Fee Simple	
Description	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	
Address	TORONTO	
PIN	76302 - 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	
PIN	76302 - 0010 LT Interost/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	
PIN	76302 - 0181 LT Interest/Estate Fee Simple	
Description	UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND ITS APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3270699	
Address	TORONTO	
PIN	76302 - 0262 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	
PIN	76302 - 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 AT3270599	
Address	TORONTO	
PIN	76302 - 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	3
Address	TORONTO	
PIN	76302 - 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	3
Address	TORONTO	
PIN	76302 - 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	3

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PIN		Fee Simple		
Description	UNIT 23, LEVEL 14, TORONTO STANDARD COM APPURTENANT INTEREST; SUBJECT TO AND T SET OUT IN SCHEDULE A AS IN AT3270699	NDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
NN		Fee Simple		
Description	UNIT 9, LEVEL 19, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	DOMINIUM PLAN NO, 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO	•		
PIN		Fee Simple		
Description	UNIT 28, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	DOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		,
lddress	TORONTO			
PIN	TODOL FOR OUT	Fee Simple		1
Description	UNIT 29, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	DOMINIUM PLAN NO, 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN		Fee Simple		
Description	UNIT 30, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	IDOMINIUM PLAN NO, 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN	10002 0100	Fee Simple		· · ·
Description	UNIT 31, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	IDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Addross	TORONTO			
PIN	/0002 0100 2.	Fee Simple		
Description	UNIT 32, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	IDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN	10002 0101 2	Fee Simple		
Description	UNIT 33, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	IDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN	10002 0100	Fee Simple		
Description	UNIT 34, LEVEL B, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	NDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN	10002 0700 01	Fee Simple		
Description	UNIT 35, LEVEL B, TORONTO STANDARD COM APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	NDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			
PIN		Fee Simple		
Description	UNIT 36, LEVEL 8, TORONTO STANDARD CON APPURTENANT INTEREST; SUBJECT TO AND SET OUT IN SCHEDULE A AS IN AT3270699	NDOMINIUM PLAN NO. 2302 AND ITS TOGETHER WITH EASEMENTS AS		
Address	TORONTO			

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Properties	; ;		
PIN	76302 - 0761 LT Interest/Estate Fee Simple		
Description	UNIT 37, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND IT APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AN SET OUT IN SCHEDULE A AS IN AT3270699	rs S	
Address	TORONTO		
PIN .	76302 - 0762 LT Interest/Estate Fee Simple		
Description	UNIT 38, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND IT APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS A SET OUT IN SCHEDULE A AS IN AT3270699	rs S	
Address	TORONTO		
PIN	76302 - 0794 LT Interest/Estate Fee Simple	•	
Description	UNIT 70, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND F APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS A SET OUT IN SCHEDULE A AS IN AT3270699	TS S	
Address	TORONTO		
PIN	76302 - 1140 LT Interest/Estate Fee Simple		
Description	UNIT 17, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2302 AND I APPURTEMANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS A SET OUT IN SCHEDULE A AS IN AT3270699	TS S	
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.

KING RESIDENTIAL INC. Name

Acting as a company 1100 King Street West Toronto, ON M6K 1E6 Address for Service

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

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

Chargee(s)		Capacily	Share
Name	SPEEDY ELECTRICAL CONTRACTORS LIMITED Acting as a company		
Address for Service	cro Levine, Sherkin, Boussidan 300-23 Lesmill Road Toronto, ON M3B 3P6		

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LRO # 80 ChargelMortgage		m just	at 14:29 Page 4 of 4		
Provisions			·		
Principal	\$ 2,400,000.00	Currency	CDN	·	
Calculation Period	2014 Ul				
Balance Due Date Interest Rete	2015/12/31 5% per annum				`
Payments				•	
Interest Adjustment Date	· ·			, ,	
Payment Date First Poyment Date					
Last Payment Date					
Standard Charge Terms Insurance Amount	200033 full insurable value				
Guarantor					
File Number			<u></u>		

Charges Client File Number :

5198-001

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Page 1

סיוב א מגווס ובבו כבו, אוב, ליטיו איז, זכטוב

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

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Filed by			Filing Date:	November 3, 2000
Dye & Durham Co. Inc.			Filing number:	200033
	Part III o And sha Terms is extent th the sche	wing Set of Standard Charge Terms is if the Land Registration Reform Act, R if be deemed to be included in ovory a referred to by its filing number, as pro- at the provisions of this Set of Standard dula. Any Charge in an electronic form pove-noted filing number in such char	ISO. 1990, c. L4 as amended (t Electronically registered charge i wided In Section 9 of the Land Ru d Charge Terms are modified by a at of which this Sat of Standard Ch	the " Land Registration Reform Act") In which this Set of Slandard Charge egistration Reform Act, except to the ciditions, amendments or deletions in arge Terms forms a bart by reference
Exclusion of Statutory Correnents	1. The h Act p	nplied covenants deemad to be includ a amended or re-enacted are exclude	ed in a charge under subsection d from the Charge.	7(1) of the Land Registration Reform
Right to Charge the Land	2. The C Charg	hargor now has good right, full power to the Chargee upon the covenant	and lawful and absolute authorits contained in the Charge.	y to charge the land and lo give the
Na Aat sa Encumbér	whats way in	thargor has not done, committed, exe oever whereby or by means whereof npeached, charged, affected or encurry ollice disclose.	the land, or any part or parcel ti	hereof, is or shall or may be in any
Good Title In Fee Simple	seized and th reserv	hargor, at the time of the delivery for r l of a good, sure, perfect, absolute an re premises described in the Charge atlans, limitations, provisos, condition the same, except those contained in t	d indefeasible estate of inheritan and in every part and parcel the is of any other matter or thing to	ice, in fee simple, of and in the land ereof without any manner of musts, aller, charge, change, encumber pr
Promisio (0 Pay and Parlacut	Charg obser and si local,	hargor will pay or cause to be paid to the in the manner of payment provided re, perform, fulfill and keep all the provi- nall pay as they fall due all taxes, rates, parliamentary and otherwise which no men regulard shall produce for the C	I by the Charge, without any dec sions, covenants, agreements and levies, charges, assessments, ut w are or may hereafter be impos	duction or abalement, and shall do, it stipulations contained in the Charge tilly and heating charges, municipal, sed, charged or levied upon the land
iniarest Álter DolauR	în the alter a for în provid for în	e default shall be made in payment of Charge, compound interest shall be p as before maturity, and both before an the Charge. In case the interest and i ed in the Charge from the time of deit the Charge shall be payable on the a m time to time, and all such interest.	bayable and the sum in arrears for d after default and judgement, sh compound interest are not paid v uult a rest shell be made, and con ggregale annount then due, as w	or interest from time to time, as well hall bear interest at the rate provided within the interest calculation period mpound interest at the rate provided well after as before maturity, and so
Ng Obligation 10 Advance	amou any us for reg and va not be payab	In the preparation, execution or registr rt secured, nor shall the advance of a ladvanced portion thereof, but neverth jistration of the Charge by the Charg aluation are to be secured by the Charg eling advanced, the same to be charg le forthwith with interest at the rate pr y given, and all other remedies hereu	part of the principal amount sec elecs the security in the land sha or. The expenses of the examina rge in the event of the whole or al get hereby upon the land, and s ovided for in the Charge, and in d	ared bind the Chargee to advance II take effect forthwith upon delivery ation of the tille and of the Charge my balance of the principal amount shall be, without demand therefor,
Costs Addied to Principal	charg: with all recove the Ch upon I in lease be, will to the heread shall is all am shall b the Ch	hergee may pay all premiums of Insurat as which shall from time to time fail due il coals, charges, legal fees (as betwee ring and keeping possession of the la large and other necessary decds, and of the security given in the Charge (inclu- ing or selling the land or in exercising th interast at the rate provided for in the terms of the Charge and the Charge ter created or claimed upon the land, kewise be a charge upon the land in ounts paid by the Chargee as aloreasis we payable forthwith with interest at the rarge shall immediately become due a red shall become exercisable.	and be unpaid in respect of the la on solicitor and client) and expension and and of negotiating the Charg generally in any other proceedings ding legal less and real estate co- int he power of entering, lease and the Charge, a charge upon the lan- ernay pay or satisfy atty lien, char which payments with interest at layour of the Charges. Provided, it shall be added to the principal a rate provided for in the Charge.	nd, and hat such payments, together sees which may be incurred in taking, e, investigating little, and registering taken in connection with or to realize minissions and other costs incurred is ale contained in the Chargee jursuant of in favour of the Chargee pursuant orge or encumbrance now existing or the rate provided for in the Charge and it is hereby further agreed, that amount secured by the Charge and and on default all sums secured by
Power al Sak	given i in such such n that nu it on th Charg which by nam or und or any may ex and ag to such agreed	harges on default of payment for at lease to the Chargor, enter on and lease the h manner and form and within such t notice shall not be required by leav to blice may be effectually given by leav re land if unoccupied, or at the option or at his tast known address, or by pu the land is situate; and such notice a re or designation; and notwithstanding er disability. Provided further, that in co part thereof and such delault continues excise the foregoing powers of entering preed, however, that if the giving of noti i persons and in such manner and for that the whole or any part or parts of	tand or sell the tand. Such potice ime as provided in the Margage: the extent that such requirements ing it with a grown-up person on of the Chargee, by mailing it in bitshing it once in a rewspaper to shall be sufficient although not a that any person to be alfected ther ase default be made in the payment leasing or selling of any of them was ce by the Chargee shall be requir orm and within such time as so	a shall be given to such persons and s Act. In the event that the giving of s Act. In the explicable, it is agreed the land, if occupied, or by placing a registered letter addressed to the published in the county or district in ddressed to any person or persons eavy may be unknown, unascentained not of the principal amount or interest t of either fails due then the Chargae ilthout any notice, it being understood ad by law then notice shall be given required by law, it is hereby further

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Page 2 - SET OF STANLARD CHARGE TERMS

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one or partly the other; and that the proceeds of any sale hareunder may be applied first in payment of any costs, charges and excenses 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 supplies shall remain after fully satisfying the claims of the Charges 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 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 assumances as he shall inhick it. 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.

Cuiet Possussian

Upon default in payment of principal and interest under the Charge or in performance of any of the terms or condi-tions hareof, the Chargee may enter into and take possession of the land hereby charged and where the Charges 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, intere, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Charger or any other person or persons whomsoaver. 10.

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 distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of real reserved, as in the case of a domise of the land, so much of such interest as shall, from time to time, be or remain in encars and unpaid, together with all costs, charges and expenses attending such lowy or distress, as in like 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. 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 whosever 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, axecuted, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, 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.

Right to Distrain

Unepproved Stip

Acceleration of Principal

13.

14.

Partial Rejens

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 theorofor, 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 lut into which the land is or may bereather be divided does and shall stand charged with the whole money secured under the Charge and no nearon shall have the whit to revise the monitories the participant. 15. the Charge and no person shall have the right to require the montgage monies to be apportioned.

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 prin-cipal 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 pandie. 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.

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.

Ine Charge and no person shall have the right to require the mongage monies to be apportioned.
Obligator to 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fira, 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 splosion, tempest, tornado, cyclone, lightning and all other extended parts customarily provided in insurance policies including "all tisks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boller, plate glass, rental and public itability insurance in amounts and on lerms calisatory to the Charge e, boller, index to add a such insurance having been effected shall be produced to the Charge at least fifteen (15) days before the expiration thoreof; otherwise the Charge or may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Charge may at any line require any insurance of its own accord may effect or maintain any insurance therein required shall provide ther in the Charge and also of his own accord may effect or maintain any insurance herein required shall provide the in the Charge and also the Charge upon the land. It is further agreed that the rate provided for in the Charge and shall also be a charge upon the land. It of there or with interest at the rate provide ther in the Charge may at any line require any insurance of his own accord may effect or maintain any insurance herein required shall provide that loss, if any, shall be payable

Chilgoton to 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and Reper repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agant 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 Charge shall be sole judge) or makes default as to any of the covenants, provises, agreements or conditions contained in the Charge, forthwith become due and payable, and to delauit of payment of same with interest as in the case of payment

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

Building Chargo 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 Charge raw advances are made under the Charge, The Charger must so inform the Chargee in writing immediately with copies of all contracts and subcontracts relating to the improvement, and any amendments to them. The Charge are stated any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Charger shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Charger shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Charge shall complete as such improvements as quickly as possible and provide the Chargee with proof of payments of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargee ball 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 Charge namy be, the Chargee to provide information so if the Charge to any pays the charge to approve the as amended or re-enceted. The Charge nation counts are charged to approach the Charge may be and the charge to approve the payments of the Charge may be available and the charge to approve the payment of a satisfied that the Charge nation count and any advances to provide information about the Charge to any advances the Charge to approve the approvement and when they will be made and the charge that the Charge may be the Charge the payments of the Charge that construction the charge that the Charge the charge the charge to approve the payment of the Charge that the charge to approve the payment apay the made and the charge the charge the charge the ch

Extensions 1 not to Prejudice

19. No extension of time given by the Charge to the Charger or anyone claiming under him, or any other dealing by the Charges with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Charges against the Charger 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 relain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paregraph shall conter any right of renewal upon the Chargor.

No Marger 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 Charges's right to introvat 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.

Charge In 21. Immediately after any change or happening affacting any of the following, namely: (a) the spousal status of the States of Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the Family Law Acc, and (c) the legal little or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Charges 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 18 of the Family Law Acc. 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. If the Charge is of land within a condominium registered pursuant to the Condominum Act (the "Act") the followfing provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and nules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Charges with proof of compliance from time to time as the Charges may request. The Chargor will pay the common expenses for the unit to the corporation on the due datas. If the Charges decides to collect the Charges' so until the "unit") and provide the Charges with proof of compliance from time to time as the Charges may request. The Charges will pay the common expenses for the unit to the corporation on the due datas. If the Charges decides to collect the Charges' so contribution towards the common expenses from the Charger, the Charger will pay the same to the Charges upon being so notified. The Charger 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 Charger 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 penils usually covered in fire insurance policies and against such other perils as the Charge 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 calislatory to the Charge to exercise the Charger's rights under the Act to vote, consent and discent.

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 Charger.

Guaranzo 24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

In consideration of the Chargee advancing ell or part of the Principal Amount to the Charger, and in consideration of the sum of TWO DOLLARS (\$2.00) of law/ul 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 successore, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charger, and the Guarantor, for the Guarantor, covenants with the Chargee the chargee to the Guarantor, for himself and he successore, covenants with the Charger that if the Charger, and the Guarantor, for himself and he successore, covenants with the Charge that if the Guarantor will pay all such moneys to the Chargee without any derband being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surely 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 releases of any portions of the land; no indulgence shown by the Chargee in respect of any desault by the Charger or any successor thereof ion payment, agreement, error or condition herein containts of the land; no indulgence shown by the Charger, no extension or extensions granted by the Chargee to the Charger or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, error 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 Charger or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any successor thereof; no variation in or departure from the provisions of 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 alter 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

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the liability of the Charger for payment thereof but such liability shall remain unimpaired and onforceable by the Guarantor against the Charger 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 Charger 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 Chargee.

- (d) All covenants, liabilities and obligations entaned into or imposed hereunder upon the Guatantor 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 Guaranior, or any one or more of the Guaranions it more than one party is named as Guaranior, and grant extensions of time or otherwise deal with the Guaranior and his successors without any consent on the part of the Chargor or any other Guaranior or any successor thereof.
- Severability 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 Charges unable to collect the amount of any loss sustained by it as a result of making the loan socured 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 Charges unable to collect the amount of any such loss.
- Interprotation 26. In construing these covenants the words "Charge", "Charges", "Chargor", "fand" 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 therewilh, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "nepr", "theil" or "lis", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therawilh shall be construed as agreeing with the seld word or pronoun so substituted. And thet all rights, advantages, privages, immunities, powers and things hereby secured to the Chargor or Chargoes, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heis, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns, or or proved inschered and contributing corporations. And that all covernants, likelifies and obligations entered into or imposed hereunder upon the Chargor or Chargoes, or successors and assigns, or successors may be, and that all such covenants and obligations shall be equally be, and that all such covenants and obligations shall be cover
- Paragraph headings in these standard charge lerms 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.
- Data of Charge

 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 Charge. Each of the Charge and if applicable, the spouse of the Charger and other party to the Charge agrees not to raise in any proceeding by the Charge 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)

# **OFFICER'S CERTIFICATE**

RE:	Public Offering of Unsecured Debentures (Series A) Pursuant to a Prospectus
AND TO:	DORON, TIKOTZKY, KANTOR, GUTMAN, CEDERBOUM & CO.
AND TO:	SHIMONOV & CO.
AND TO:	HARRIS, SHEAFFER LLP
TO:	APEX ISSUANCES (the "Underwriter")

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".

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- 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 Constating 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 Constating 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, Cederboum & 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 by aws 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 bytaxes 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 bytaxes 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 bylaves 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 bylaves 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.

#### TCC/Urbancorp (Bay) Limited Partnership ("Bay LP") 5.1

- Bay LP is a Limited Partnership formed and validly existing under the laws of Ontario. A.
- Bay LP is in good standing in the Province of Ontario and has full power and authority to В. 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.
- To our actual knowledge (x) Bay LP has continually existed since its date of formation, C. (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")

- GP is a corporation incorporated and validly existing under the laws of Ontario. A.
- GP is in good standing in the Province of Ontario and has full power and authority to B. 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.
- To our actual knowledge (x) GP has continually existed since its date of formation, (y) no C. liquidation, dissolution or similar proceedings have been initiated by or against GP, and (z) no such proceedings are pending or threatened against GP.
- The Limited Partners of Bay LP are as follows: Α.

Vestaco Investments Inc. in trust for Doreen Saskin and Alan Saskin

- LP is in good standing in the Province of Ontario and has full power and authority to В. 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 pylaws described on Appendix I.
- To our actual knowledge (x) LP has continually existed since its date of formation, (y) no Ç. 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:

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

5.3

- 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.

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# 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
Libancorp Downsview Park Developments Inc.	Agaa	None

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

### Property Owner and Urbancorp Entities

### Managers/Officers

Eatity	Manmer	Officers
King Residential Inc.	Urbancorp Inc.	Alan Saskin, President and Secretary

### Schedule 2

### Property Owner and Urbancorp individuals Entity Non-Affiliate Control Rights

Emity	Seskin Maragement 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 Dwiter	Right of First Offer	Buy/Self Provisions
King Residential Inc.	Nil	Nil	Nil

### Schedule 4

### Property Owner and Urbancorp individuals Entity Pending Litigation

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

### Schedule 5

# Property Owner and Urbancorp individuals Entity Pending Defaults

Entity	Oreanization Document Default	Statutory	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

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

### Schedule 7

## Urbancorp individuals Entity Beneficial Ownership Interests

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

### Schedule 8

### Urbancorp individuals Entity Guarantees

Linuy	- Guarantees by Urbancorp andividuals Eatity of Obligations of Other Person	Guarantees of Urbancorp individuals Entity Obligations by OtherPorson
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	Sastan Management Authority	Thad Party Approval Regains
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	Racin of	Buy/Soll
	Consents/Notices	Tirst Offer	Provisions
King Residential Inc.	Nil	Nil	Nil

Schedule 4

## Property Owner and Urbancorp individuals Entity Pending Litigation

Entry	Pending Linearon
King Residential Inc.	None that we are aware of.

### Schedule 5

### Property Owner and Urbancorp individuals Entity Pending Defaults

Butty	Organization	Stautory Octault	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

enuty	Assets
Property Owner	Project
King Residential Inc.	Bridge Condominiums

### Schedule 7

Urbancorp individuals Entity Beneficial Ownership Interests

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

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Limited Partnership	Owner

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### Schedule 8

## Urbancorp individuals Entity Guarantees

Eatity	Guarantees by Urbancorp Individuals Entrys of Obligations of Other Person	Guarantees of Urbancorp and Viduals 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

## Property Owner and Urbancorp individuals Entity Pending Litigation

Entily	Pending Litisation
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

Organization Statutory Contactual Default Default Default Default Default

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

## Property Owner and Urbancorp individuals Entity Pending Litigation

Entity	PeriongLitigation
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

Organization Structure Contaction Decompatiberality Default Default Default

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

# 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

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

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### Schedule 8

# Urbancorp individuals Entity Guarantees

Entity	Chiarantees by Lithancurp. incluiouals Entity of Obligations of Other Person	Guarantees of Urbancory individuals Farry Obligations by Other Person
		Terra Firma Capital loan in the amount of \$\$6,950,125.72

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

November 26, 2015.

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

File No.: 150105

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

Shimonov & Co.- Advocates Rogovin Tidhar Tower, 23nd 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, Cederboum & 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 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).

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 ROTENBER	c Gary H. H.	arris Robert	D. Sheaffer Ph		FREEDMAN	JEFFREY P. SILVER	Stephen M. Karr
Martin P. Houser	Mark L. Karoly	Gavin H. Birer	Michael J. Baum	Roger M. Vinayagalingai	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 26<sup>th</sup> 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.
- 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.
- 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.	
<b>Registration Particulars:</b>	The Charge was registered on the 10 <sup>th</sup> 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 6<sup>th</sup>, 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.

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Yours very truly, HARRIS, SHEAFFER LLP

Barry Rotenber BR:cm Enclosures

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### 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.

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## APPENDIX C

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# DECLARATION OF TRUST

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## 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 quasigovernmental 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.

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## APPENDIX F

PPSA SEARCH

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## APPENDIX G

# BANKRUPTCY SEARCH

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### SCHEDULE A

### LEGAL DESCRIPTION OF UNITS FORMING PART OF PROPERTY

	<u>PIN</u>		<u>Unit</u>	Level	<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 7	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	00697	55	2	TSCP Na. 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	0293r	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

File No.: 150105

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

Shimonov & Co.- Advocates Rogovin Tidhar Tower, 23nd 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

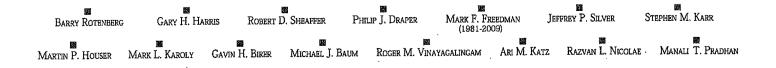
Doron, Tikotzky, Kantor, Gutman, Cederboum & Co. Law Office 12 Abba Hillel Silver Street Ramat Gan. 5250606 Israel Attn: Giora Gutman, Adv.

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.



#### 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 19<sup>th</sup> 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 19<sup>th</sup> day of December, 2013, as Instrument No. AT3484326 in the LRO.
- Transfer registered on the 19<sup>th</sup> day of December, 2013, as Instrument No. AT3484335 in the LRO.
- Transfer registered on the 19<sup>th</sup> day of December, 2013, as Instrument No. AT3484338 in the LRO.
- Transfer registered on the 19<sup>th</sup> day of December, 2013, as Instrument No. AT3484329 in the LRO.
- Transfer registered on the 19<sup>th</sup> 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., Canadían 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:	1 <sup>st</sup> day monthly
Payment Amount:	\$950.42
Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> day of December, 2013, as Instrument No. AT3484324 in the LRO.

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

<u>Suite 202</u>	
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:	l <sup>st</sup> day monthly
Payment Amount:	\$1,120.14

Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> day of December, 2013, as Instrument No. AT3484327 in the LRO.
Standard Charge Terms No. 20	1027 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:	1 <sup>st</sup> day monthly
Payment Amount:	\$1,126.96
Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> day of December, 2013, as Instrument No. AT3484336 in the LRO.
Standard Charge Terms No. 20	1027 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%

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Payment Date:	1 <sup>st</sup> day monthly
Payment Amount:	\$960.60
Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> 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:	1 <sup>st</sup> day monthly
Payment Amount:	\$1,065.83
Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> day of December, 2013, as Instrument No. AT3484330 in the LRO.
Stondard Change Terms No. 20	1007 are deemed to be included in this Charge

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:	1 <sup>st</sup> day monthly
Payment Amount:	\$1,065.83
Balance Due:	January 1, 2019
Guarantor:	Alan Saskin
<b>Registration Particulars:</b>	The Charge was registered on the 19 <sup>th</sup> 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  $6^{th}$ , 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. 146

### 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 quasigovernmental 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

# 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

File No.: 150105

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

Shimonov & Co.- Advocates Rogovin Tidhar Tower, 23nd 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, Cederboum & 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	1990 Gary H. Ha	ARRIS ROBERT ]	D. Sheaffer Ph		88 RK F. Freedman 1981-2009)	JEFFREY P. SILVER	Stephen M. Karr
Martin P. Houser	Mark L. Karoly	Gavin H. Birer	Michael J. Baum	n Roger M. Vinayagali	ngam Ari M. Ka	tz 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  $23^{rd}$  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.
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- 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. Ioan 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

Page 5 of 16 157

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
<b>Registration Particulars:</b>	The Charge was registered on the 18 <sup>th</sup> 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
Duite	TUT

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
<b>Registration Particulars:</b>	The Charge was registered on the 18 <sup>th</sup> day of February, 2014, as Instrument No. AT3522536 in the LRO.

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

<u>Suite 105</u>

Page 6 of 16

	<u> </u>
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 18 <sup>th</sup> 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 $18^{th}$ 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.

# 907

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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
<b>Registration Particulars:</b>	The Charge was registered on the 18 <sup>th</sup> day of February, 2014, as Instrument No. AT3522542 in the LRO.
Standard Charge Terms No. 20	1201 are deemed to be included in this Charge.
Standard Charge Terms No. 20 <u>Suite 1418</u>	1201 are deemed to be included in this Charge.
Ū.	1201 are deemed to be included in this Charge. King Residential Inc.
<u>Suite 1418</u>	
Suite 1418 Chargor:	King Residential Inc.
Suite 1418 Chargor: Chargee:	King Residential Inc. CIBC Mortgages Inc. P.O. Box 115, Commerce Court Postal Station
Suite 1418 Chargor: Chargee: Address of Chargee:	King Residential Inc. CIBC Mortgages Inc. P.O. Box 115, Commerce Court Postal Station Toronto, Ontario M5L 1E5
Suite 1418 Chargor: Chargee: Address of Chargee: Loan Amount:	King Residential Inc. CIBC Mortgages Inc. P.O. Box 115, Commerce Court Postal Station Toronto, Ontario M5L 1E5 \$188,500.00
Suite 1418 Chargor: Chargee: Address of Chargee: Loan Amount: Interest Rate:	King Residential Inc. CIBC Mortgages Inc. P.O. Box 115, Commerce Court Postal Station Toronto, Ontario M5L 1E5 \$188,500.00 3.15%

Payment Amount: \$807.95

Registration Particulars: The Charge was registered on the 18<sup>th</sup> 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		
<b>Registration Particulars:</b>	The Charge was registered on the 18 <sup>th</sup> 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:

٠	Suite 102:	Instrument No. AT3522533 registered on the 18th day of February, 2014.
•	Suite 104:	Instrument No. AT3522537 registered on the18th day of February, 2014.
•	Suite 105:	Instrument No. AT3522539 registered on the 18th day of February, 2014.
٠	Suite 416:	Instrument No. AT3522541 registered on the 18th day of February, 2014.
	0.4.710.	Instrument No. A T2522542 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**

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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 6<sup>th</sup>, 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. 162

### APPENDIX B

# **EXECUTION CERTIFICATES**

King Residential Inc. TCC/Urbancorp (Bay) Limited Partnership Deaja Partner (Bay) Inc. 163

## APPENDIX C

# DECLARATION OF TRUST

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## 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 quasigovernmental 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

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# APPENDIX G

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# BANKRUPTCY SEARCH

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# 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

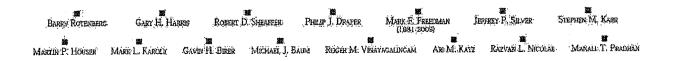
То:	RAN		
From:	Barry Rotenberg		
Subject:	Urbancorp		
File/Matter No.:	150105		
Date:	November 26, 2015		

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 18<sup>th</sup>, 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.



- 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 belive 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 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., Ubancorp (Mallow) Inc., Urbancorp (Lawrence) Inc. to show that mortgagee's consents to changes in beneficial ownership are required. 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, 23nd floor 11 Menachem Begin Road Ramat Gan 52506, Israel Attention: Ran Felder

RE: Urbancorp Debenture Issue

Further to your email of Thursday, November 26<sup>th</sup>, 2015 and our conference call of Friday morning, we wish to respond as follows:

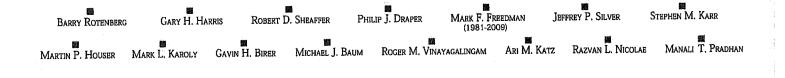
- 1. With respect to your question on the comfort letters that we provided again on November 26<sup>th</sup>, 2015, with respect to the fees due on the Kingsclub Construction and Marketing Agreements, we cannot provide an opinion on the fees due for construction management as they are a percentage of "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 25<sup>th</sup>, 2015 or early November 26<sup>th</sup>, 2015. They were sent to you on November 6<sup>th</sup>, 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 6<sup>th</sup>, 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 25<sup>th</sup>, 2015 you may revise the terms of our comfort letters and the schedules of Alan Saskin that were included in his



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 15<sup>th</sup>, 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 15<sup>th</sup>, 2015 maturity date of the \$4,500,000 will be extended to December 21<sup>st</sup>, 2015.

Yours very truly,

HARRIS, SHEAFFER LLP

Barry Rotenberg BR:cm M:\15\150105\comfort letters november 2015\ran 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	Right	Buy/Sell
			Provisions
	Consents/Notices	First Of	

1	1	8

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

	Organization Statutory Contractual	
Entity -	Document Default Default Default	

Edge on Triangle Park Inc.	None	HST Due	Lido
			EXP
			Speedy
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#### Schedule 6

## Property Owner and Urbancorp individuals Entity Material Assets

Entity	Asseta
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

179

180

#### Schedule 8

## Urbancorp individuals Entity Guarantees

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

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December 8, 2015

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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 28<sup>th</sup>, 2015 to Ran Felder (the "Asset Opinion Letters").

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- 1. Since November 6<sup>th</sup>, 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 8<sup>th</sup>, 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 26<sup>th</sup>, 2015, including changes in Directors, amendments to By-Laws, share capital or Articles of Incorporation.

Yours very truly,

HARRIS, SHEAFFER LLP

Barry Rotenbe BR:cm

Court File No. CV-16-11541-00CL

#### 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 CUMBERLAND 2 GP INC., URBANCORP CUMBERLAND 2 L.P., BOSVEST INC., EDGE ON TRIANGLE PARK INC., AND EDGE RESIDENTIAL INC.

(the "Applicants")

### TENTH REPORT TO COURT OF THE FULLER LANDAU GROUP INC. AS MONITOR OF THE APPLICANTS

#### **JANUARY 22, 2018**

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## **Appendices:**

- A Cumberland Group CCAA Order dated October 6, 2016
- B Revised Cash Flow Forecasts for the period ending May 31, 2018
- C Fee Affidavit of Mr. Gary Abrahamson
- D- Fee Affidavit of Mr. Mario Forte

#### I. INTRODUCTION AND BACKGROUND

- 1. On April 29, 2016, Bosvest Inc., Edge Residential Inc. and Edge on Triangle Park Inc., (together, the "Edge Companies") each filed with the Official Receiver a Notice of Intention to Make a Proposal ("NOI"), pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). The Fuller Landau Group Inc. was named as proposal trustee ("FL" or the "Proposal Trustee") under the NOIs.
- 2. On May 20, 2016, Urbancorp Cumberland 2 GP Inc. ("Cumberland 2 GP") and Urbancorp Cumberland 2 L.P. ("Cumberland 2 LP", and together with Cumberland 2 GP, the "Cumberland Companies") each filed an NOI with the Official Receiver. FL was named as Proposal Trustee under the NOIs.
- 3. The Edge Companies and Cumberland Companies are collectively referred to as the "Cumberland Group".
- 4. The Proposal Trustee issued the Edge Companies First Extension Report dated May 26, 2016, the Cumberland Companies First Extension Report dated June 13, 2016, the Cumberland Group's Second Extension Report dated July 6, 2016, the Third Report dated August 18, 2016, and the Fourth Report dated September 30, 2016. The Fourth Report provided a summary of the Proposal Trustee's previous activities and Reports, and orders obtained in the NOI proceedings of the Cumberland Group.
- 5. On October 6, 2016, the Court granted an order (the "October 6th Order"):
  - a. approving the Proposal Trustee's activities as described in the Fourth Report;
  - b. continuing the NOI proceedings of the Cumberland Group under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") with an initial stay of proceedings until November 4, 2016;
  - c. appointing the Proposal Trustee as the monitor of the Cumberland Group (the "Monitor") with the enhanced powers previously given to the Proposal Trustee under previous orders of the Court;
  - d. continuing the "Protocol for Co-Operation Among Canadian Court Offer and Israeli Functionary" dated June 8, 2016 with the Monitor in place of the Proposal Trustee; and
  - e. granting the Administration Charge, the DIP Charge and the Directors' Charge.

A copy of the Cumberland Group CCAA Order is attached as Appendix "A".

6. On October 21, 2016, the Monitor issued its first report to court and on October 28, 2016, the Court issued an order, granting, among other relief, an extension of the stay of proceedings in respect of the Applicants until December 23, 2016.

- 7. On December 2, 2016, the Monitor issued its second report to court and issued under seal a supplementary report (the "Supplementary Report") on various transactions completed by the Cumberland Group.
- 8. On December 16, 2016, the Court issued:
  - a. an approval and vesting order approving the bulk sales transaction for 18 leased residential condominium units;
  - b. an approval and vesting order approving the bulk sales transaction for three (3) leased residential condominium units;
  - c. an approval and vesting order approving the bulk sales transaction for the five (5) retail units;
  - d. a claims procedure order (the "Claims Procedure Order") approving the proposed claims process (the "Claims Process") in respect of the Cumberland Group; and
  - e. a stay extension, sealing and approval of activities order, approving, among other relief:
    - i. the solicitation of interest, and potential formation, of a voluntary *ad hoc* creditors committee to advise the Monitor with regards to taking further actions related to certain transfers of property as detailed in the Supplementary Report;
    - ii. that the Supplementary Report be sealed; and
    - iii. an extension of the stay of proceedings in respect of the Cumberland Group until March 17, 2017.
- 9. On March 3, 2017, the Monitor issued its third report to court (the "Monitor's Third Report") and on March 16, 2017, the Court issued an order granting the Monitor, amongst other things, an extension of the stay of proceedings until June 19, 2017 and the authorization to repay the existing DIP financing facility, and to use available cash held in the estate to meet the Monitor's funding requirements as they arise.
- 10. On June 8, 2017, the Monitor issued its fourth report to court (the "Monitor's Fourth **Report**") reporting on a \$12 million payment to Canada Revenue Agency ("CRA") in early March 2016 to partially settle corporate HST obligations.
- 11. On June 8, 2017, the Monitor issued its fifth report to court (the "Monitor's Fifth Report") reporting on steps taken by the Monitor in the Cumberland CCAA Proceedings, seeking approval of such steps, and seeking an extension of the CCAA stay of proceedings.

- On June 15, 2017, the Court issued an Order granting, among other relief, an extension of the stay of proceedings in respect of the Applicants until September 30, 2017 (the "June 15<sup>th</sup> CCAA Order").
- 13. On June 13, 2017, the Monitor issued its sixth report to court (the "Monitor's Sixth Report") reporting on the transfer of condominium units to trade creditors of Urbancorp entities outside of the Cumberland Group.
- 14. On July 26, 2017, the Monitor issued its seventh report to court (the "Monitor's Seventh Report") to provide a report, in similar fashion to that of the Information Officer, summarizing the views of the Monitor on the "Application for the Grant of Instructions for Approval of the Functionary's Interim Fee" dated July 3, 2017.
- 15. On September 22, 2017, the Monitor issued its eighth report to court (the "Monitor's Eighth Report") reporting on steps taken by the Monitor in the Cumberland CCAA Proceedings, seeking approval of such steps, requesting the appointment of a Claims Officer and seeking an extension of the CCAA stay of proceedings. On September 27, 2017, the Court issued an Order granting among other relief, the appointment of a Claims Officer and an extension of the stay of proceedings in respect of the Applicants until and including January 26, 2018 (the "September 27th CCAA Order").
- 16. On November 24, 2017, the Court issued its Endorsement with respect to the Monitor's litigation with the CRA in respect of the \$12 million payment to CRA in early March 2016 to partially settle corporate HST obligations. The Monitor's motion was dismissed with costs.
- 17. On November 29, 2017, the Monitor issued a supplement to the Sixth Report (the "Monitor's Supplement to the Sixth Report") responding to the responding motion record of Cooltech Air Systems Inc., Cooltech Home Comfort Ltd, Genises Home Services Inc, AEM Fanit Capital Corp. and Icarus Holdings (Milton) Inc (collectively, "Cooltech").
- 18. On December 13, 2017, the Court issued its Endorsement with respect to the Monitor's motion for advice and directions against Cooltech, in respect of the transfer of condominium units to trade creditors of Urbancorp entities outside of the Cumberland Group. The Monitor's motion was dismissed with costs.
- 19. On January 19, 2018, the Monitor issued its Ninth Report to Court (the "Monitor's Ninth Report") regarding the Monitor's review of the accounts of Bennett Jones LLP.
- 20. Copies of the Monitor's reports filed and Court Orders issued can be found at the Monitor's website at www.fullerllp.com/active\_engagements/edge-triangle-park-inc/

#### II. PURPOSE OF THIS REPORT

- 21. The purpose of this tenth report of the Monitor (the "Monitor's Tenth Report") is to update the Court with respect to:
  - a. the activities of the Monitor since the Monitor's Eight Report;
  - b. the status of the Claims Process including the claim referred by the Monitor to the Claims Officer for adjudication;
  - c. the status of the Sales Process;
  - d. the status of litigation commenced by the Monitor;
  - e. the status of the arts and culture space located at the Edge on Triangle Project;
  - f. the status of the property tax funds (the "Property Tax Funds") being held by the Monitor;
  - g. the Cumberland Group's actual cash flow results for the period September 10, 2017 to January 13, 2018;
  - h. the Cumberland Group's revised cash flow forecasts for the period January 14, 2018 to April 30, 2018;
  - i. the Monitor's and its legal counsel's fees and disbursements for the period September 1, 2017 to December 31, 2017;
  - j. the Monitor's request for an extension of the stay of proceedings from January 26, 2017 to April 30, 2018; and
  - k. recommending that the Court issue an Order:
    - iv. approving the Monitor's activities as described in the Monitor's Tenth Report;
    - v. approving the Proposed Sale Process for the Remaining Units (as defined below);
    - vi. approving the Monitor and its legal counsel's fees and disbursements for the period September 1, 2017 to December 31, 2017;
    - vii. granting the Cumberland Group an extension of its stay of proceedings from January 26, 2018 to April 30, 2018.

- 22. In preparing this Monitor's Tenth Report, the Monitor has relied upon unaudited financial information of the Cumberland Group, the Cumberland Group's records, financial statements and discussions with the Cumberland Group's management and employees. While the Monitor has reviewed various documents provided by the Cumberland Group and believes that the information therein provides a fair summary of the transactions as reflected in the documents, such work does not constitute an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises ("ASPE") or International Financial Reporting Standards ("IFRS"). Accordingly, the Monitor expresses no opinion or other form of assurance pursuant to ASPE or IFRS with respect to such information.
- 23. Some of the information used in preparing the Monitor's Tenth Report consists of financial forecasts. The Monitor cautions that these forecasts are based upon assumptions about future events and conditions that are not ascertainable. The Cumberland Group's actual results may vary from these forecasts, even if the hypothetical and probable assumptions contained therein materialize, and the variations could be significant.
- 24. For reference purposes, any capitalized terms not otherwise defined in the Monitor's Tenth Report shall have the meanings ascribed to them in the Edge Companies First Extension Report, the Cumberland Companies First Extension Report, the Cumberland Companies Second Extension Report, the Third Report, the Fourth Report, or the Monitor's previous reports.

#### **III. ACTIVITIES OF THE MONITOR**

- 25. The activities of the Monitor since the Monitor's Eighth Report, principally comprised the following:
  - a. Attending in Court with respect to the September 27<sup>th</sup> stay extension motion;
  - b. Attending on multiple conference calls and at multiple meetings with Edge in respect of the arts and culture space (the "Arts Space");
  - c. Reviewing various settlement documents and definite agreements in respect of the Arts Space;
  - d. Attending to discussions and meetings with various consultants including a realtor, cost consultant and architect in respect of the Arts Space;
  - e. Attending on multiple conference calls with the City of Toronto in respect of the Arts Space;

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- f. Reviewing emails from the Claims Officer and compiling and providing various documents with respect to the adjudication of the claim of Dolvin Mechanical Contractors Ltd. ("Dolvin");
- g. Reviewing an updated balance sheet for Westside Gallery Lofts and the status of the various assets;
- h. Attending on conference calls with the property tax consultant in respect of the status of the appeals filed to amend the commercial tax status of four (4) live work units. The Monitor has been successful in its applications to recognize the live work units as residential as opposed to commercial units for municipal tax purposes and is waiting on the City of Toronto to process the tax status change;
- i. Reviewing correspondence between the Monitor's counsel and counsel to Terra Firma with respect to their claims filed against Edge, Residential and Bosvest;
- j. Attending at multiple meetings at Edge in respect of the status of the year 1 and year 2 performance audit and outstanding and ongoing construction work;
- k. Attending on calls with Brad J. Lamb Realty Inc. (the "**Realtor**") in respect of the remaining vacant condominium units;
- 1. Attending in Court on October 12, 2017 with respect to the Israeli Functionary's objection to certain relief sought by the Monitor in its September 27<sup>th</sup> Motion;
- m. Reviewing quotes provided by various construction trades in respect of ongoing construction at the Edge project and drafting payment agreements, as applicable;
- n. Reviewing certain reports filed by KSV Advisory Inc. as they relate to asset recoveries for which the Cumberland Group may have an interest;
- o. Attending to calls with creditors regarding the status of the proceeding;
- p. Reviewing the Monitor's factum in respect of the HST litigation;
- q. Attending on several calls with the Monitor's counsel and Edge regarding the Dolvin claim and requests to Edge for additional documentation;
- r. Attending on multiple calls with counsel, Edge and several title insurers in respect of obtaining title insurance on the remaining vacant units;
- s. Attending a meeting with the Israeli Functionary;
- t. Reviewing the Canada Revenue Agency's responding factum;
- u. Attending in Court with respect to the HST litigation;

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- v. Reviewing Cooltech's responding motion record including holding discussions with Edge regarding same;
- w. Drafting the Monitor's Supplement to the Sixth Report;
- x. Reviewing various materials in respect of the unit transfer litigation;
- y. Attending on a call regarding the status of the geothermal litigation;
- z. Attending on calls with the Realtor;
- aa. Attending on a call with Dentons regarding the results of the HST litigation;
- bb. Attending a meeting in respect of the ongoing geothermal litigation and asset realizations;
- cc. Attending to the distribution of the Property Tax Funds held by the Monitor as further detailed in Section VI below;
- dd. Reviewing the Cumberland Group's disbursement requests and preparing and issuing cheques;
- ee. Preparing a summary of actual receipts and disbursement compared to forecast;
- ff. Preparing revised cash flow forecasts; and
- gg. Drafting the Monitor's Ninth and Tenth Reports.

#### IV. CLAIMS PROCESS AND APPOINTMENT OF A CLAIMS OFFICER

- 26. Pursuant to the September 27<sup>th</sup> CCAA Order, the Monitor engaged Mr. Julian Polika, to act as a Claims Offer in this proceeding and in particular to adjudicate whether or not Dolvin's construction lien claim is valid.
- 27. Mr. Polika has held conference calls with the Monitor's counsel and Dolvin's counsel to set a time table for the production of documents with respect to the Dolvin Claim.
- 28. Pursuant to the schedule, Dolvin has filed its supporting affidavits and the Monitor will be filing its documents by the end of January 2018. Following the delivery of the Monitor's responding material, there is another conference call with Mr. Polika to discuss whether any examinations arising out of the filed affidavits are required. Following examinations, if any, the parties will likely submit factums to support their positions. Mr. Polika will likely render his decision based on the documentary record and without any *viva voce* evidence.

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#### V. SALE PROCESS

#### **Retail and Residential Units Bulk Sales Process**

29. As reported in the Monitor's Third Report, the Monitor has completed the sale of the 21 residential units and 5 retail units.

#### Vacant Units

- 30. Since the commencement of the Sale Process for the 16 Vacant Units, the Monitor has completed the sale of nine (9) residential units with seven (7) Vacant Units remaining to be sold. Of the seven (7) remaining units, four (4) are ground floor livework units (the "Live-Work Units"), and three (3) are residential condominium units (collectively the, "Remaining Units").
- 31. The Monitor has not been able to sell the three (3) residential condominium units as title insurance companies have refused to provide coverage on any of the units. Title insurance is a mandatory requirement before mortgagees (including institutional lenders) will agree to advance mortgage funds to purchase the unit. Without being able to obtain title insurance, the remaining units can only be sold on an all-cash basis. As of the date of this report, the Monitor has not been contacted, or been able to find, individuals to purchase any of these units on an all-cash basis.
- 32. The Monitor and its counsel have held discussions with multiple title insurers but have been unable to resolve this issue. The Monitor and its counsel have explained to the various title insurance companies that title to the real estate would be transferred pursuant to a court-approved vesting order that expunges many of the registrations on title. However, this has not led to the issuance of title insurance.
- 33. As to the Live-Work Units, these were originally classified by MPAC and the City of Toronto as commercial for municipal tax purposes which resulted in significantly higher property taxes making these units difficult to sell. The Monitor engaged a property tax consultant to appeal the municipal tax classification of the Live-Work Units and has been advised that the appeal process was successful. The City of Toronto and MPAC will be changing the classification to residential status which should make these units more desirable.
- 34. In order to sell these units without title insurance, the Monitor is requesting court approval to conduct a bulk sale process for the Remaining Units. The Monitor has held discussions with the Realtor who advises that purchasers who would not require mortgage financing, and therefore not need title insurance, would be the target demographic to purchase some or all of the Remaining Units.
- 35. The Proposed Sale Process for the Remaining Units is as follows:

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#### Phase 1 – Preparation of Due Diligence Documents – to be completed by February 2, 2018

a. The Realtor and the Monitor will compile all relevant due diligence documents, prepare a teaser document describing the offering, determine a list price for all Remaining Units, and a form of purchase and sale agreement.

#### Phase 2 - Marketing - commencing February 5 to March 5, 2018

- a. The Realtor will conduct 2 e-blast marketing campaigns detailing the offering to over 115,000 contacts in its database;
- b. The Realtor will place 2 advertisements advising of the offering in the real estate section of the Globe and Mail;
- c. The Realtor will advertise the offering on social media forums (Twitter, Facebook) and its website;
- d. During the weeks of February 19th and February 26th, there will be four timeslots to view the Remaining Units;
- e. The Realtor and the Monitor will be available during the marketing phase to respond to specific queries of potential purchasers.

#### Phase 3 - Bid Deadline and Receipt and Review of Offers - March 5 to March 12, 2018

- a. Potential Purchasers must submit bids by 5:00 pm (Eastern Standard Time) on March 5, 2018;
- b. The Realtor, the Monitor, and Edge will review all bids received;
- c. In the event bids are similar or unacceptable to the Monitor, bidders will be asked to re-submit the bid by March 12, 2018;
- d. The selection of the successful bidder will be finalized, subject to court approval, by March 16, 2018.
- e. Subject to any conditions that require time to be waived (such as a financing condition), the Monitor will bring a motion for sale approval as soon as possible after the selection of the successful bidder.
- f. The Monitor will reserve the right not to accept any of the bids submitted by Potential Purchasers and to seek approval of a further sales process should it be of the opinion that the submitted bids do not reflect market value.

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#### VI. PROPERTY TAXES

- 36. Pursuant to an Order issued during the NOI proceedings, the Monitor received \$2,697,011 from Triangle's legal counsel which it was holding in a separate interestbearing trust account (the "**Property Tax Funds**").
- 37. The Property Tax Funds were collected by Triangle from individual purchasers of condominium units at the time of closing pursuant to their Purchase Agreements. These Purchase Agreements included a holdback payment amount for prospective property taxes for calendar 2014 and 2015. Generally, if occupancy occurred in 2014 a holdback for 2014 and 2015 taxes was included in the purchase agreement and if occupancy occurred in 2015 then the holdback was limited to 2015 only.
- 38. On June 23, 2017, pursuant to the June 15<sup>th</sup> CCAA Order the Monitor paid the City of Toronto \$4,363.48 towards 2014 outstanding property taxes and \$1,001,206.46 towards 2015 outstanding property taxes.
- 39. The Property Tax Funds remaining after the payment of 2014 and 2015 property taxes will be returned to the 626 purchasers of condominium units after an allocation of professional fees on a per unit basis (the "Excess Tax Funds").
- 40. With the assistance of the condominium corporation and the City of Toronto, the Monitor originally identified 453 purchasers who paid this holdback and either still own their condominium unit and therefore are eligible to receive their share of the Excess Tax Funds, or have provided documentation to the Monitor supporting their eligibility to receive the Excess Tax Funds.
- 41. In December, the Monitor sent correspondence to 453 unit owners, setting out the details of Excess Tax Funds. Pursuant to the Monitor's third report dated March 3, 2017, the Monitor commenced a negative claims process whereby the unit owners were given 30 days from the mailing date to dispute the amount of the Excess Tax Funds. If no objection was received within 30 days, payments would be issued. To date, payments totaling \$1,121,341.33 have been issued to 427 unit owners.
- 42. The Monitor is currently reviewing additional documentation and preparing correspondence, as necessary, with respect to the remaining 173 units to determine eligibility of the entitlement to the Excess Tax Funds and locate the unit purchasers that have sold their units.

#### VII. CASH FLOW RESULTS

43. In the Monitor's Eighth Report, in support of the Cumberland Group's request for an extension of the stay of proceedings, the Monitor filed cash flow forecasts with the Court for the period September 10, 2017 to January 13, 2018.

- 44. As previously reported in the Monitor's prior reports to Court, Triangle and Residential are the only two companies in the Cumberland Group that have ongoing cash receipts and disbursements. Bosvest is a holding company which owns 100% of the shares of Triangle and Residential, and has no operations or employees and accordingly no cash flow activity.
- 45. Cumberland 2 GP and Cumberland 2 LP are subsidiaries of Urbancorp Inc. and Cumberland 2 LP is the beneficial owner of the assets held by Triangle and Residential. The Cumberland Companies do not have any operations or employees.
- 46. The Edge Companies did not operate their own bank accounts and pursuant to the Edge Companies First Extension Order, FL has opened trust accounts on behalf of Edge Triangle and Edge Residential and has made deposits and issued disbursements as detailed in the paragraphs below. As well, FL has opened trust accounts on behalf of Bosvest, Cumberland 2 GP and Cumberland 2 LP for the purpose of receiving funds from Triangle for professional fees incurred by the entities and issuing professional fee payments.
- 47. In addition to the operating bank accounts described above, FL has opened two sales proceeds bank accounts (one for Triangle and one for Residential). As at January 13, 2018:
  - a. the sales proceeds bank account (including the amount in an interest-bearing term deposit) for Triangle has a balance of \$1,278,883.11; and
  - b. the sales proceeds bank account (including the amount in an interest-bearing term deposit) for Residential has a balance of \$6,287,788.25.

The proceeds detailed above are not reflected in the Company's operating bank accounts.

48. Edge Triangle's actual cash flow results for the period from period September 10, 2017 to January 13, 2018 (the "**Period**") are summarized below:

	September 10, 2017	to January 13, 2018	
	Forecast Results	Actual Results	
Description	\$	- 5	Variance
Receipts	690,313	181,187	(509,126)
Less: Disbursements	(715,206)	(253,809)	461,397
Excess of Receipts over Disbursements	(24,893)	(72,622)	(47,729)
<b>Opening Bank Position</b>	81,345	81,345	_
<b>Closing Bank Position</b>	56,452	8,723	(47,729)

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- 49. Triangle's receipts totalled \$181,187 and comprised:
  - a. transfers from the sales proceeds account of \$160,000 to fund costs associated with the CCAA proceeding. This was projected to be \$655,000 during the Period;
  - b. the receipt of mortgage payments in the amount of \$21,187 from the condominium corporation;

Receipts have been lower than forecast by approximately \$509,126 primarily due to the delay in construction costs, payment of outstanding professional fees and payment of overhead.

- 50. Triangle's disbursements were lower than forecast by \$461,397 for the Period. This variance is primarily due to:
  - a. a timing delay for payroll and corporate overhead owed to KSV for the months of September 2017 to January 2018 which will be paid in late January 2018 in the amount of \$83,436 subject to any adjustments for revised overhead amounts. The Monitor is requesting revised payroll and overhead amounts from Urbancorp and is reviewing the allocation of costs prior to making payment to KSV;
  - b. a timing delay for common area construction resulting in a variance of \$208,290. Various construction work to complete common area deficiencies is ongoing and the Monitor estimates approximately \$263,000 of construction work which is either on-going or scheduled to commence over the next several months;
  - c. a timing delay of \$90,403 for the payment of professional fees. As at December 31, 2017, there are unpaid professional fees totalling approximately \$215,000 to be paid in the near future; and
  - d. a positive variance of \$77,000 related to consulting fees for the Company's external accountant, MNP LLP, cost consultants, property tax consultants, transfers to other entities within the Cumberland Group and insurance payments. Unpaid amounts total approximately \$7,000;

	September 10, 2017		
	Forecast Results	Actual Results	Variance
Description	<u> </u>	\$	te se la companya de
Receipts	118,000	45,200	(72,800)
Less: Disbursements	(113,538)	(40,566)	72,972
Excess of Receipts over Disbursements	4,462	4,634	172
Opening Bank Position	3,367	3,367	-
<b>Closing Bank Position</b>	7,829	8,001	172

51. Residential's actual cash flow results for the Period are summarized below:

- 52. Residential's receipts which consist of transfers from the Residential sales proceed account were less than forecast in the amount of \$75,000 due to the delay of payment for corporate overhead and outstanding professional fees.
- 53. Residential's disbursements were lower than forecasted by \$72,972 for the Period. This variance is primarily due to:
  - a. a timing variance of \$30,334 for payroll and corporate overhead owed to KSV for September 2017 to January 2018 which will be paid in late January 2018; and
  - b. a variance of \$39,672 related to professional fees as there is little ongoing professional activity related to Residential currently.

	September 10, 2017		
	Forecast Results	Actual Results	Variance
Description Receipts	4.786	<b>%</b> 286	(4,500)
Less: Disbursements	(10,000)	(1,570)	8,430
Excess of Receipts over Disbursements	(5,214)	(1,284)	3,930
Opening Bank Position	8,647	8,647	_
Closing Bank Position	3,433	7,363	3,930

54. Bosvest's actual cash flow results for the Period are summarized below:

55. Bosvest's disbursements represent the payment of professional fees which have been lower than forecast.

	September 10; 2017		
	Forecast Results	Actual Results	Variance
Description	S	\$	
Receipts	8,500	-	(8,500)
Less: Disbursements	(11,215)	(1,506)	9,709
Excess of Receipts over Disbursements	(2,715)	(1,506)	1,209
Opening Bank Position	3,213	3,213	_
<b>Closing Bank Position</b>	498	1,707	1,209

56. Cumberland 2 GP's actual cash flow results for the Period are summarized below:

- 57. Cumberland 2 GP's disbursements represent the payment of professional fees which have been lower than forecast.
- 58. Cumberland 2 LP's actual cash flow results for the Period are summarized below:

	September 10, 2017	adda a	
Description	Forecast Results . S	Actual Results S	Variance
Receipts	15,000	6,500	(8,500)
Less: Disbursements	(15,500)	(5,741)	9,759
Excess of Receipts over Disbursements	(500)	759	1,259
Opening Bank Position	989	989	-
<b>Closing Bank Position</b>	489	1,748	1,259

59. Cumberland 2 LP's receipts represent transfers from the Triangle sales proceeds bank account and its disbursements professional fees during the period which were lower than forecast resulting in the positive disbursements variance.

#### VIII. REVISED CASH FLOW FORECASTS

60. The Cumberland Group, with the assistance of the Monitor, has prepared Revised Cash Flow Forecasts for each of Triangle, Residential, Bosvest, Cumberland 2 GP and Cumberland 2 LP in support of the request for an extension of the stay of proceedings to May 19, 2018. Copies of the Revised Cash Flow Forecasts are attached as **Appendix "B"**. The Revised Cash Flow Forecasts cover the period January 14, 2018 to May 31, 2018 (the "Extension Period").

- 61. As reported above, Bosvest, Cumberland 2 GP and Cumberland 2 LP have no operations or employees. The Revised Cash Flow Forecasts for Bosvest, Cumberland 2 GP and Cumberland 2 LP reflect the transfer of funds, as needed, from Triangle to pay professional fees incurred by those entities.
- 62. Triangle's Revised Cash Flow Projection includes the following assumptions:
  - a. utilizing cash on hand to fund ongoing operating costs and professional fees;
  - b. receipt from the condominium corporation of outstanding mortgage payments on the guest suite and superintendent suite;
  - c. construction activities or settlement payments related to Tarion warranty claims;
  - d. payment of overhead and payroll costs;
  - e. an estimate of condominium common area completion and repair costs as detailed in the condominium performance audit and reviewed by the Cumberland Group;
  - f. the payment of fees relating to the Company external accountant, real estate counsel and costs awarded to the CRA and Cooltech in the amount of \$46,000. In addition, the Monitor is in the process of reviewing invoices rendered by TS Sports Consulting Inc. ("TS") (a company owned by Mr. Ted Saskin). Due to the uncertainty of timing and actual amount to be paid, no payment to TS is reflected in the Revised Cash Flow Forecast; and
  - g. the payment of professional fees.
- 63. Residential's Revised Cash Flow Projection includes the following assumptions:
  - a. utilizing cash on hand to fund ongoing operating costs and professional fees;
  - b. there is no estimate for the amount and timing of condominium sales due to timing uncertainty;
  - c. payment of common element fees for the seven (7) Vacant Units owned by Residential;
  - d. payment of overhead and payroll costs;
  - e. payment of utilities, and insurance; and
  - f. payment of professional fees.

# IX. MONITOR'S AND LEGAL COUNSEL PROFESSIONAL FEES AND DISBURSEMENTS

- 64. The fees and disbursements of the Monitor for the period September 1, 2017 to December 31, 2017, total \$84,266.53 (comprising fees of \$74,463.75, disbursements of \$108.37 plus HST of \$9,694.41).
- 65. Attached as **Appendix "C"** is the Affidavit of Mr. Gary Abrahamson, in connection with the Monitor's fees and disbursements and includes a copy of the Monitor's statements of account and supporting time dockets for the period September 1, 2017 to December 31, 2017.
- 66. The legal fees and disbursements of the Monitor's independent legal counsel, GSNH for the period August 2, 2016 to December 31, 2017 total \$168,184.18 (comprising fees of \$146,075.50, disbursements of \$2,837.16 plus HST of \$19,271.52).
- 67. Attached as **Appendix** "**D**" is the Affidavit of Mr. Mario Forte, in connection with the Monitor's legal fees and disbursements and includes a copy of GSNH's detailed statements of account for the period August 2, 2016 to December 31, 2017.
- 68. The Monitor has reviewed the detailed statements of account provided by counsel, and confirms that the services detailed in those documents were in fact provided to the Monitor. The Monitor is of the view that the time and disbursements incurred, and hourly rates charged by counsel are fair and reasonable and typical of processes of this nature.
- 69. The Monitor respectfully requests that the Court approve its fees and disbursements and those of GSNH, as set out in this Monitor's Tenth Report.

#### X. EXTENSION OF CCAA STAY OF PROCEEDINGS

- 70. The court-ordered stay of proceedings granted to the Cumberland Group expires on January 26, 2018.
- 71. An extension of this stay of proceedings will allow the Monitor to complete the Proposed Sale Process for the Remaining Units, complete the Claims Process, and formulate a strategy for potential additional recoveries. As well an extension will allow the Monitor and Cumberland Group to continue to work towards formulating a plan for presentation to creditors.
- 72. The Monitor recommends the extension and based on its involvement in this matter to date is of the opinion that:
  - a. the Cumberland Group have acted, and are acting in good faith and with due diligence;

- b. the extension will allow additional time for the Monitor to complete the Proposed Sale Process for the Vacant Units, complete the Claims Process, and continue to realize on remaining assets;
- c. the Cumberland Group will have an opportunity to consider, and would likely be able to make, a viable plan if the extension is granted; and
- d. no creditor will be materially prejudiced if the extension is granted.

#### XI. RECOMMENDATION

73. Based on the foregoing, the Monitor recommends that the Court issue an Order granting the relief as requested in this Monitor's Tenth Report.

All of which is respectfully submitted on this 22<sup>nd</sup> day of January, 2018.

THE FULLER LANDAU GROUP INC. in its capacity as CCAA Monitor of the Cumberland Group and not it its personal capacity Per:

Gary Abrahamson, CPA, CA, CIRP, LIT

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Court File No. 31-2117602 Estate File No. 31-2117602

#### ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) (IN BANKRUPTCY AND INSOLVENCY)

# IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALAN SASKIN

#### SIXTH REPORT TO THE COURT OF THE FULLER LANDAU GROUP INC. IN ITS CAPACITY AS TRUSTEE UNDER THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ALAN SASKIN

#### **JANUARY 18, 2018**

#### INTRODUCTION

1. On April 29, 2016, Mr. Alan Saskin ("Mr. Saskin" or the "Debtor") filed with the Official Receiver a Notice of Intention to Make a Proposal ("NOI"), pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"). On the same date the Office of the Superintendent of Bankruptcy confirmed the filing. The Fuller Landau Group Inc. was named as proposal trustee ("FL" or the "Proposal Trustee") under the NOI.

2. Prior to filing the NOI, Mr. Saskin had attempted over a number of months to reach informal settlements with certain creditors but without overall success. As well, as a result of various restructuring proceedings of entities owned directly or indirectly by Mr. Saskin, litigation including proceedings in Israel, and *Construction Lien Act* (Ontario) breach of trust claims, Mr. Sasksin required a stay of proceedings in order to bring stability to his personal creditor situation.

3. Guy Gissin, the Israeli court-appointed functionary officer and foreign representative (the "Foreign Representative") of Urbancorp Inc. ("UCI"), is seeking an order, amongst other things, declaring that the stay of proceedings imposed by s.69.1 of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") does not apply in respect of the claim commenced by the Foreign Representative against Mr. Saskin and others in Israel (the "Israeli Action").

4. This sixth report (the "Sixth Report") is submitted in connection with the Foreign Representative's motion.

#### BACKGROUND

5. Details regarding Mr. Saskin's background were set out detailed in the Proposal Trustee's First Report to Court dated May 24, 2016 (the "First Report"). A copy of the First Report without appendicies is attached as **Appendix "A"**. In the First Report, the Proposal Trustee reported that Mr. Saskin's total indebtedness was uncertain due to his creditor's future participation in various proposals or plans made by the Urbancorp Group of companies. The Proposal Trustee also reported that Mr. Saskin had no monthly income and that all of his personal expenses are paid by either his spouse or by family trusts in which Mr. Saskin is not the beneficiary.

6. In these NOI proceedings, UCI filed a claim with the Proposal Trustee dated November 14, 2016 asserting an unsecured claim of no less than \$64,300,000. Attached as Appendix "B" is a copy of UCI's proof of claim. The Proposal Trustee has recognized that UCI has a contingent claim in the NOI proceedings.

7. Near the end of the time period permitted for the filing of a proposal under the BIA, the Debtor filed a holding proposal to creditors with the Official Receiver on October 27, 2016 (the "Holding Proposal"). Attached as Appendix "C" is, collectively, a copy of the Holding Proposal and the Proposal Trustee's letter to creditors explaining the Holding Proposal.

8. The Holding Proposal is fully dependent on recoveries from the *Companies' Creditors Arrangement Act* ("CCAA") proceedings among the various corporate Urbancorp affiliates and from voluntary contributions from third parties. Accordingly, the filing of the Holding Proposal would permit the various CCAA claims proceedings in the Urbancorp group of companies to advance to a point where the Debtor's creditors would have an opportunity to assess the Debtor's potential recoveries in a bankruptcy versus those that might be realized from his definitive proposal once filed.

9. A first meeting of creditors was held on November 16, 2016. The purpose of the meeting was to, amongst other things, provide:

a. background information on the Debtor and the causes of financial difficulty;

- b. a status update of the concurrent Urbancorp corporate restructuring proceedings;
- c. an update on the Proposal Trustee's knowledge of the Debtor's financial position; and
- d. an overview of the Holding Proposal and estimated realizations to creditors.

A vote to adjourn the meeting without a fixed return date was approved by the creditors.

10. Representatives of UCI attended Mr. Saskin's first meeting of creditors, but they were not accorded speaking or voting rights by the Office of the Superintendent of Bankruptcy due to UCI's status as a contingent creditor.

11. Despite filing its proof of claim, the Foreign Representative, on behalf of UCI, commenced the Israeli Action seeking payment of \$95.6 million NIS (approximately \$32.6 million CDN) on June 20, 2017. The Israeli Action alleges that the defendants (including Mr. Saskin) breached obligations to UCI and committed other unlawful acts in relation to the public offering of debentures in Israel.

12. In response to the Foreign Representative's motion to lift the stay of proceedings against Mr. Saskin, and in view of the fact that no inspectors had been appointed in respect of the Holding Proposal, the Proposal Trustee wrote to creditors and other stakeholders to advise them of (1) the motion, (2) the potential consequences to the administration of the estate (and the ultimate effect on the claims of creditors), and (3) sought guidance and input from the creditors and other stakeholders as to how the Proposal Trustee could respond to the motion. A copy of the Proposal Trustee's letter is attached as **Appendix "D**".

13. As of the date of this report, the Proposal Trustee has received comment from three creditors with claims totalling not less than \$4,633,657.51 who oppose the Foreign Representative's motion:

- a. Living Realty Inc., which has a claim in the estate of \$1,901,606.28;
- b. International Home Marketing Group, which has a claim in the estate of \$2,585,708.23; and

c. Tarion Warranty Corporation ("Tarion"), which has a claim of not less than \$146,343.

Attached as Appendix "E" is a copy of the letter the Proposal Trustee has received from counsel for Living Realty Inc. and International Home Marketing Group Limited dated December 18, 2017. Attached as Appendix "F" is a copy of the Tarion Warranty Corporation's proof of claim filed in the estate.

-4 -

14. As three creditors had advised the Proposal Trustee of their opposition or concerns regarding the Foreign Representative's motion, the Proposal Trustee asked its counsel, Goldman Sloan Nash & Haber LLP, to prepare a report outlining the case law with respect to lifting the subject stay of proceeding. This review was undertaken by counsel, a report was produced for the Proposal Trustee, and it is appended to this report as **Appendix "G"** (the "**Report**").

15. As more particularly set out in the Report, the Proposal Trustee's counsel has outlined that the Foreign Representative has made out a persuasive case for lifting the stay of proceedings against Mr. Saskin. However, the Report voices a concern that Canadian creditors of Mr. Saskin could be prejudiced by the lifting of the stay due to Mr. Saskin's inability to properly contest the allegations made in the Israeli Action because of his lack of funds. This could result in – administratively, through default mechanisms, or through a lack of an effective defence – a considerable monetary judgment without the Foreign Representative ever having had to prove its allegations against Mr. Saskin. Its recognition as a foreign judgment would also bypass (1) the Proposal Trustee's ability to investigate, determine, or disallow provable claims and (2) the Ontario court's inherent jurisdiction. As a result, one creditor may be able to dilute the interests of other creditors without any evaluation of its claim.

16. Moreover, the Proposal Trustee obsessives that Tarion has commenced an action in the Superior Court of Justice bearing court file number CV-16-550584 in which it has claimed damages for, amongst other things, fraudulent misrepresentation which may also entitle it to lift the stay of proceedings against Mr. Saskin. However, Tarion has not sought such relief, and it has advised the Proposal Trustee that it will continue to participate in the NOI process.

17. As a result of the potential prejudice to the creditors participating in Mr. Saskin's NOI process, the Proposal Trustee is obligated to bring this fact to the attention of the creditors and

the Court and offer the creditors an opportunity to protect their interests in the face of the Foreign Representative's motion.

#### CONCLUSION

18. Based on the above, including the Report, the Proposal Trustee observes that should the Foreign Representative be permitted to continue the Israeli Action there is a potential prejudice to the Canadian creditors as described above.

All of which is respectfully submitted on this 18th day of January, 2018.

## THE FULLER LANDAU GROUP INC.

in its capacity as licensed insolvency trustee under the Notice of Intention to make a proposal of Mr. Alan Saskin and not in its personal capacity

Per: Gary Abrahamson CA, CPA, CIRP, LIT

Kenneth Kraft (LSUC No. 31919P)Tel:416-863-4374Email:kenneth.kraft@dentons.comNeil Rabinovitch (LSUC No. 33442F)Tel:416-863-4656Email:neil.rabinovitch@dentons.comLawyers for the Moving Party, Guy Gissin, the IsraeliCourt-appointed functionary officer and foreignrepresentative of Urbancorp Inc.
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto, ON M5K 0A1 Fax: 416-863-4592 Kenneth Kraft (LSUC No. 31919P) Tel: 416-863-4374 Email: kenneth.kraft@dentons.com
TENTH REPORT TO THE COURT OF GUY GISSIN, IN HIS CAPACITY AS COURT APPOINTED FUNCTIONARY AND FOREIGN REPRESENTATIVE OF URBANCORP INC.
ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceeding commenced at Toronto
IN THE MATTER OF THE <i>COMPANIES' CREDITORS ARRANGEMENT ACT</i> , R.S.C. 1985, C. c-36, AS AMENDED AND IN THE PLAN MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP TORONTO MANAGEMENT INC., URBANCORP (ST. CLAIR VILLAGE) 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
Court File No. CV-16-11389-00CL

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Supplement to the Twenty-Second Report to Court of KSV Kofman Inc. as CCAA Monitor 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., KRI Residential Inc., Urbancorp 60 St. Clair Inc., High Res. Inc., Bridge On King Inc. and the Affiliated Entities Listed in Schedule "A" Hereto

April 11, 2018

## Appendices

Appendix	Tab
King Residential Inc. Balance Sheet as of November 15, 2015	A
Creditors' Listing for King Residential Inc. as of November 15, 2015	В
Bay LP's financial statements as at December 31, 2013 and 2014	C
General ledger for Bay LP for the year ending December 31, 2015	D
Urbancorp Inc. unaudited financial statements as at December 31, 2015	E
Written Questions and Responses of the Monitor	F





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., 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

# SUPPLEMENT TO THE TWENTY-SECOND REPORT OF KSV KOFMAN INC.

#### April 11, 2018

- 1. This report (the "Supplemental Report") supplements the Twenty Second Report of the Monitor dated February 2, 2018 (the "Twenty Second Report") filed in the CCAA proceedings of the Cumberland CCAA Entities.
- 2. Defined terms in this Supplemental Report have the meanings provided to them in the Twenty Second Report.
- 3. In connection with the upcoming motion, counsel to Speedy requested the production of certain financial information pertaining to KRI, Bay LP and UCI.
- 4. In response to these requests, the Monitor provided Speedy's counsel with a copy of the following:
  - a) KRI's balance sheet as of November 15, 2015;
  - b) Creditors' listing for KRI as of November 15, 2015;
  - c) Bay LP's financial statements as at December 31, 2013 and 2014;
  - d) A general ledger for Bay LP for the year ending December 31, 2015; and
  - e) UCI's unaudited financial statements as at December 31, 2015.

- 5. Copies of each of the foregoing are attached as Appendices "A", "B", "C" "D" and "E" respectively.
- 6. Speedy's counsel also provided written questions to the Monitor's counsel regarding information contained in the Twenty Second Report. A copy of these questions and the Monitor's written response is attached as Appendix "F".

\* \* \*

All of which is respectfully submitted,

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KSV KOFMAN INC. IN ITS CAPACITY AS CCAA MONITOR OF THE CUMBERLAND CCAA ENTITIES AND NOT IN ITS PERSONAL CAPACITY

#### Schedule "A"

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.

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## Appendix "A"

### King Residential Inc. Balance Sheet - unaudited (as prepared by the Company)

As of November 15, 2015

Assets	
Cash and cash equivalents	8,639
Condo units	3,570,000
Intercompany receivable - Non-Bay Entities	909,810
Other assets	67,050
HST receivable	59_
Total assets	4,555,557
Liabilities	
Accounts payable	25,902
Loans payable	2,479,475
Intercompany payable - Bay Entities <sup>2</sup>	1,949,880
Intercompany payable - Non-Bay Entities	40,909
Deferred revenue and other amounts payable	24,457
Total liabilities	4,520,623
Equity	34,934
Total liabilities and equity	4,555,557

1. As of November 15, 2015, KRI was a nominee of Bay LP. Accordingly, the assets and liabilities of KRI are assets and liabilities of Bay LP.

2. Eliminates on consolidation.

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### Appendix "B"

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	Company
	by by
•	Listing
•	Payable
	Aged

As of: 11/15/2015	Filter by:	Posting Date		
Company: 0096				
<b>Operating Unit:</b> *				
Project: *				
Phase/Lot: *				
A/P Category: *				
Supplier: *				
Age By: Invoice Date				
Include History: no				

Code	Name	S/0	On-Hold	Current	31 to 60	61 to 90	Over 90	O/S License Withheld Amt.	Retention
9600	King Residential Inc.								
0017A	Urbancorp Toronto Management Inc.	608.20	0.00	0.00	0.00	0.00	608.20	0.00	0.00
GaryChen	Gary Cheng	50.86	0.00	0.00	0.00	0.00	50.86	0.00	0.00
McB-B#1323	McBain, Dillon	1,650.00	0.00	0.00	1,650.00	0.00	0.00	0.00	0.00
Reliable	Reliable Lumber Products	1,638.50	0.00	0.00	0.00	0.00		0.00	0.00
Treasure	Treasurer, City of Toronto	21,954.59	0.00	0.00	0.00	6,423.10	15,531.49	0.00	0.00
	Total Company	25,902.15	0.00	0.00	1,650.00	6,423.10	17,829.05	0.00	0.00
	Total Report	25,902.15	00.00	00.00	1,650.00	6,423.10	17,829.05	0.00	0.00

Page: 1

### King Residential Inc. List of Additional Creditors in addition to Accounts Payable as of November 15, 2015 Per King Residential Inc.'s records (\$; unaudited)

Creditor	Amount
Secured	
TD Bank	1,345,211.53
CIBC Bank	1,134,263.58
Interest payable (TD/CIBC)	7,083.11
	2,479,475.11
Unsecured	
Westside Gallery Lofts Inc.	40,909.00
Key deposits	3,623.45
	44,532.45
Total	2,524,007.56

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### Appendix "C"

### TCC/Urbancorp (Bay) Limited Partnership Financial Statements

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December 31, 2013 (Unaudited - see Notice to Reader)



On the basis of information provided by management, we have compiled the balance sheet of TCC/Urbancorp (Bay) Limited Partnership as at December 31, 2013 and the statements of earnings (loss) and partners' capital for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Markham, Ontario March 22, 2014

MNPLLP

Chartered Professional Accountants Licensed Public Accountants





ACCOUNTING > CONSULTING > TAX 700 - 3100 STEELES AVE. E., MARKHAM, ON CANADA L3R 8T3 1.877.251.2922 PH. (416) 596-1711 FAX (416) 596-7894 mnp.ca

## TCC/Urbancorp (Bay) Limited Partnership Balance Sheet As at December 31, 2013

(Unaudited - see Notice to Reader)

	2013	2012
Assets		
Accounts receivable		
	12,769,091	-
Investment in Lichancorn Downsview Park Davalanment Inc. D	9,884,021	8,315,534
Investment in Urbancorp 60 St. Cloir Inc. – Project	4,639,187	1,096,591
Investment in St. Clair Village Dreject	2,278,283	1,777,630
Investment in Urbancorn Portner (King Couth) Inc. Doi: (	1,684,388	-
Investment in Urbancorp (050 Queen Queen Link and a Project	1,274,252	1,025,078
Investment in Orbancorp (952 Queen Street West) Inc Co-tenancy	1,218,270	977,433
Investment in Lawrence - Project	1,202,277	-
Investment in New Towns Inc Project	381,591	
Supdru seests	272,632	255,249
Sundry assets	7,619	2,557
	35,611,611	13,450,072
Liabilities		
Deficiency in High Res Inc./King Towns Inc Projects	0.074 507	
Loan payable	2,671,567	1,158,211
	2,651,204	2,651,204
Accounts payable and accruals	1,928,652	5,331,480
Accounts receivable nvestment in Fuzion and King's Club - Project nvestment in Urbancorp Downsview Park Development Inc Project nvestment in Urbancorp 60 St. Clair Inc Project nvestment in St. Clair Village - Project nvestment in Urbancorp Partner (King South) Inc Project nvestment in Urbancorp (952 Queen Street West) Inc Co-tenancy nvestment in Lawrence - Project nvestment in New Towns Inc Project nvestment in Hogg's Hollow - Project Sundry assets <b>3</b> <b>abilities</b> Deficiency in High Res Inc./King Towns Inc Projects Oue to related parties Accounts payable and accruals Deficiency in King Residential - Project <b>2</b> <b>artners' Capital</b> <b>2</b>	1,817,030	17,030
	13,625	-
	9,082,078	9,157,925
Partners' Capital	26,529,533	4,292,147
	35,611,611	13,450,072

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# TCC/Urbancorp (Bay) Limited Partnership Statement of Earnings (Loss) For the year ended December 31, 2013 (Unaudited - see Notice to Reader)

	2013	2012
Income (loss)		
Income from Downview Park Development Inc Project	19,692,231	-
Income (loss) from High Res Inc Project Income from Fuzion	3,285,095	(22,522)
Loss from King Towns Inc.	1,958,187	-
Loss from King Residential	(2,391) (13,825)	(3,232)
Loss from New Towns at New Towns Inc Project	(15,550)	(24,434)
Income (loss) from Urbancorp (952 Queen West) Inc Co-tenancy Loss from Hogg's Hollow Inc Project	(316,336)	(33,141)
	(439,715)	(71,269)
	24,147,696	(154,598)
Expenses		
Management fees	1,800,000	-
Professional fees Interest and bank charges	110,299	4,253
interest and bank charges	11	12 33 <b>6</b>
	1,910,310	4,253
Net earnings (loss)	22,237,386	(158,851)

# TCC/Urbancorp (Bay) Limited Partnership Statement of Partners' Capital For the year ended December 31, 2013 (Unaudited - see Notice to Reader)

	2013	2012
Deaja Partner (Bay) Inc.		
Share of earnings	1,814	-
Balance, end of year	1,814	-
Alan Saskin		
Balance, beginning of year	4,192,147	4 250 000
Share of earnings	4, 192, 147	4,350,998 (158,851)
Balance, end of year	18,700,242	4,192,147
Vestaco Investments Inc.		
Balance, beginning of year	100.000	100.000
Share of earnings	100,000	100,000
	7,727,477	
Balance, end of year	7,827,477	100,000
	26,529,533	4,292,147

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### TCC/Urbancorp (Bay) Limited Partnership Financial Statements

December 31, 2014 (Unaudited - see Notice to Reader)



On the basis of information provided by management, we have compiled the balance sheet of TCC/Urbancorp (Bay) Limited Partnership as at December 31, 2014 and the statements of earnings (loss) and partners' capital for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Toronto, Ontario March 11, 2015

MNPLLP

Chartered Professional Accountants Licensed Public Accountants





# TCC/Urbancorp (Bay) Limited Partnership Balance Sheet As at December 31, 2014 (Unaudited - see Notice to Reader)

	2014	2013
Assets		
Investment in Fuzion and King's Club - Project	8,384,524	9,884,021
Due from related parties	6,394,299	-13
Investment in High Res Inc./New Towns Inc Project	2,846,133	381,591
Investment in Urbancorp (Patricia) Inc Project	2,749,754	0.650 •••0
Investment in Urbancorp 60 St. Clair Inc Project	2,393,937	2,278,283
Accounts receivable	2,200,143	12,769,091
Investment in Urbancorp (Lawrence) Inc Project	2,071,932	1,202,277
Investment in Urbancorp (St. Clair Village) Inc Project	1,684,388	1,684,388
Investment in Urbancorp Partner (King South) Inc Project	1,566,759	1,274,252
Investment in Urbancorp (952 Queen Street West) Inc Co-tenancy	923,004	1,218,270
Investment in Urbancorp (Mallow) Inc Project	674,050	
Investment in Hogg's Hollow - Project	269,238	272,632
Investment in Urbancorp Downsview Park Development Inc Project	3,771	4,639,187
Cash	353	
Sundry assets		7,619
	32,162,285	35,611,611
Liabilities		
Accounts payable and accruals	8,150,738	1,817,030
Loan payable	2,651,204	2,651,204
Deficiency in Urbancorp (Bridalpath) Inc Project	1,596,004	-
Deficiency in Urbancorp (Woodbine) Inc Project	424,197	<u></u>
Deficiency in High Res Inc./King Towns Inc Projects	337,468	2,671,567
Deficiency in King Residential Inc Project	165,671	13,625
Due to related parties		1,928,652
	13,325,282	9,082,078
Partners' Capital	18,837,003	26,52 <mark>9</mark> ,533
	32,162,285	35,611,611

# TCC/Urbancorp (Bay) Limited Partnership Statement of Earnings (Loss) For the year ended December 31, 2014 (Unaudited - see Notice to Reader)

	2014	2013
Income (loss)		
Income (loss) from projects and co-tenancy		
Income from High Res Inc Project	2,817,050	3,285,095
Income from Urbancorp 60 St. Clair Inc project	55,515	-
Income (loss) from King Residential	(152,046)	(13,825)
Loss from King Towns Inc.	(533)	(2,391)
Loss from Hogg's Hollow Inc Project	(1,297)	(439,715)
Income (loss) from Fuzion	(24.773)	1,958,187
Income (loss) from Downview Park Development Inc Project	(115,286)	19,692,231
Loss from New Towns at New Towns Inc Project	(242,262)	(15,550)
Loss from Urbancorp (Mallow) Inc Project	(467,138)	
Loss from Urbancorp (952 Queen West) Inc Co-tenancy	(1,105,433)	(316,336)
Interest	5	
	763,802	24,147,696
Expenses		
Management fees	8,000,000	1,800,000
Interest and bank charges	297,091	11
Professional fees	149,012	110,299
Miscellaneous	10,119	-
Office	110	
	8,456,332	1,910,310
Net earnings (loss)	(7,692,530)	22,237,386

## TCC/Urbancorp (Bay) Limited Partnership Statement of Partners' Capital For the year ended December 31, 2014

(	Una	udite	d -	see	Notice	e to	Read	er)

	2014	2013
Deaja Partner (Bay) Inc.		
Balance, beginning of year	1,814	170
Share of earnings		1,814
Balance, end of year	1,814	1,814
Alan Saskin		
Balance, beginning of year	18,700,242	4,192,147
Share of earnings (loss)	(6,154,024)	14,508,095
Balance, end of year	12,546,218	18,700,242
Vestaco Investments Inc.		
Balance, beginning of year	7,827,477	100,000
Share of earnings	(1,538,506)	7,727,477
Balance, end of year	6,288,971	7,827,477
	18,837,003	26,529,533

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### Appendix "D"

## General Ledger System03/19/2018 Page: 1Trial Balance: Accrual4:13PM User: evalynoCompany: 0052TCC/Urbancorp (Bay) Limited PartnershipPeriod Ending: 12/31/2015Drill Down Column (\*): Account CodeScope: YTDDivision(s): \*Comp Currency: CANSub-Ledger(s): \*

Balance Sheet Accounts

* Account Code	Account Name	Opening Cur Balance	Debit	Credit	Closing Balance
1055	Bank Account - General	353.30	49,762.62	0.00	50,115.92
1105.22	Investment in High Res IncProjec	2,706,803.55	0.00	-2,706,803.55	0.00
1105.23	Investment in Hoggs Hollow IncP	269,237.88	4,084.04	0.00	273,321.92
1105.31A	Investment in Fuzion	2,131,989.91	0.00	-2,131,989.91	0.00
1105.31B	Investment in Fuzion - Cost Capita	165,632.76	0.00	-165,632.76	0.00
1105.31C	Investment in Kings Club	5,100,888.00	0.00	-5,100,888.00	0.00
1105.31D	Investment in Kings Club - Cost Ca	986,013.61	0.00	-986,013.61	0.00
1105.34	Investment in 944 & 952 Queen Stre	923,004.18	0.00	-891,580.23	31,423.95
1105.35	Investment in Downsview	-3,342,306.15	3,342,306.15	0.00	0.00
1105.36	Investment in Urb Prt (King South)	1,566,758.93	0.00	-1,566,758.93	0.00
1105.37	Investment in Urb 60 St. Clair Inc	2,393,936.74	0.00	-2,393,936.74	0.00
1105.41	Investment in St. Clair Village In	1,684,388.01	0.00	-1,684,388.01	0.00
1105.42	Investment in Lawrence	2,071,932.41	0.00	-2,071,932.41	0.00
1105.43	Investment in Woodbine	-424,196.85	292,778.57	0.00	-131,418.28
1105.44	Investment in Bridlepath	-1,596,004.36	744,977.37	0.00	-851,026.99
1105.46	Investment in King Residential Ind	-165,670.94	165,670.94	0.00	0.00
1105.48	Investment in Downsview - Mattamy	3,346,077.00	0.00	-3,346,077.00	0.00
1105.49	Investment in King Towns	-337,468.46	99,799.90	0.00	-237,668.56
1105.50	Investment in Newtowns	139,329.43	0.00	-3,717.46	135,611.97
1105.51	Investment in Mallow	674,050.29	0.00	-674,050.19	0.10
1105.52	Investment in Patricia	2,749,753.90	0.00	-2,749,753.90	0.00
1105.57	Investment in Urbancorp Inc.	0.00	12,142,912.25	0.00	12,142,912.25
1200	Accounts Receivable	109.00	0.00	0.00	109.00
1215	Other Receivable	2,200,033.76	0.00	-2,200,033.76	0.00
2100	Accounts Payable	2,033,941.50	0.00	-2,323,816.33	-289,874.83
2120	Account Payable - Control	-2,184,679.76	2,034,000.00	0.00	-150,679.76
2130	Accrued Liabilities	-8,000,000.00	8,000,000.00	0.00	0.00
2330.01	HST - ITC	97,454.92	0.00	0.00	97,454.92
2330.02	OHST - ITC	155,927.87	0.00	0.00	155,927.87
2340.01	HST Remittance	-253,382.79	0.00	0.00	-253,382.79
2401.29	Loan Payable - A. Saskin	-516,780.97	0.00	0.00	-516,780.97
2401.30	Loan Payable - First Capital Realt	-2,651,204.00	0.00	0.00	-2,651,204.00
2500.100	I/C - Urbancorp (Patricia) Inc.	0.00	3,011.75	0.00	3,011.75
2500.32	I/C - TCC/Urbancorp (Stadium Road)	0.00	0.00	-8,339.26	-8,339.26
2500.33	I/C - TCC/Urbancorp (Bay/Stadium)	3,437,918.66	0.00	-55,402.38	3,382,516.28
2500.40	I/C - Urbancorp Toronto Mgt 2	3,537,135.19	0.00	-3,009,480.69	527,654.50
2500.47A	I/C - Westside Curve	1,363.12	0.00	0.00	1,363.12
2500.72	I/C - Downsview	0.00	0.00	-4,196,324.36	-4,196,324.36
2500.75	I/C - 55 Howie Urbancorp (Riverda	a 110,000.00	0.00	0.00	110,000.00
2500.80	I/C - Downsview Park Homes Inc.	10,000.00	0.00	0.00	10,000.00
2500.86	I/C - Urbancorp (952 Queen West) I	4,121.11	0.00	-21,590.20	-17,469.09
2500.94	I/C - Urbancorp (St. Clair Village	-136,211.64	140,939.25	0.00	4,727.61

General Ledger Trial Balance:		03/19/2018 Page: 2 4:13PM User: evalyno
Company : Period Ending: Scope : Comp Currency:	12/31/2015 YTD	<pre>(Bay) Limited Partnership Drill Down Column (*): Account Code Division(s): * Sub-Ledger(s): *</pre>

* Account Code	Account Name	Opening Cur Balance		Credit	Closing Balance
2500.95	I/C - Urbancorp (Lawrence) Inc.	0.00	5,131.79	0.00	5,131.79
2500.96	I/C - King Residential Inc.	-56.50	463.45	0.00	406.95
2500.97	I/C - Urbancorp (Woodbine) Inc.	-14,435.06	14,435.06	0.00	0.00
2500.98	I/C - Urbancorp (Bridlepath) Inc.	-38,755.13	38,755.13	0.00	0.00
2500.99	I/C - Urbancorp (Mallow) Inc.	0.00	16,460.80	0.00	16,460.80
3600	Retained Earnings	7,692,530.26	0.00	-7,692,530.26	0.00
3701.12	LOSS (CURRENT YEAR) Capital A/C-Alan Saskin	-18,700,242.68	1,538,506.00	0.00	11,193,020.61 -17,161,736.68
3701.13	Capital A/C-Vestaco Investments In	n -7,827,477.26	6,154,024.26	0.00	-1,673,453.00
3701.14	Capital A/C-Deaja Partner (Bay) In	n -1,812.74	0.00	0.00	-1,812.74
	Total Balance Sheet Accounts	0.00	34,788,019.33	-45,981,039.94	0.00

Profit & Loss Accounts

* Account Code	Account Name	Opening Cur Balance	Debit	Credit	Closing Balance
4325.01	Investment Income/Loss - Hoggs Ho	0.00	0.00	-4,084.04	-4,084.04
4325.02	Investment Income/Loss - King Town	0.00	0.00	-99,799.90	-99,799.90
4325.03	Investment Income/Loss - Newtowns	0.00	3,717.46	0.00	3,717.46
4325.04	Investment Income/Loss - High Res	0.00	0.00	-1,013,976.45	-1,013,976.45
4325.05	Investment Income/Loss - Downsview	v 0.00	614,403.14	0.00	614,403.14
4325.06	Investment Income/Loss- King Resid	a 0.00	0.00	-8,112.27	-8,112.27
4325.07	Investment Income/Loss- Fuzion/Kin	n 0.00	8,400,219.61	0.00	8,400,219.61
4325.09	Investment income/loss - Woodbine	0.00	146.47	0.00	146.47
4325.10	Investment income/loss-60 St. Cla:	0.00	435,767.57	0.00	435,767.57
4325.11	Investment income/loss - Lawrence	0.00	372,819.06	0.00	372,819.06
4325.12	Investment income/loss-St. Clair	0.00	983,506.54	0.00	983,506.54
4325.13	Investment income/loss - Mallow	0.00	12,126.44	0.00	12,126.44
4325.14	Investment income/loss - Patricia	0.00	139,458.41	0.00	139,458.41
4325.15	Investment income/loss - 952 Queer	n 0.00	1,511,266.67	0.00	1,511,266.67
4325.16	Investment income/loss-King South	0.00	641,514.42	0.00	641,514.42
4340	Interest Income - Bank	0.00	0.00	-0.14	-0.14
4371	Write off of accruals	0.00	2,200,033.76	0.00	2,200,033.76
5210	Management Fee Expense	0.00	0.00	-3,000,000.00	-3,000,000.00
5605	Accounting/Audit Fee	0.00	3,937.50	0.00	3,937.50
5615	Bank Charges	0.00	76.36	0.00	76.36
	Total Profit & Loss Accounts	0.00	15,318,993.41	-4,125,972.80	11,193,020.61
	Total Report	0.00	50,107,012.74	-50,107,012.74	0.00

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### Appendix "E"

### Urbancorp Inc. Financial Statements

December 31, 2015 (Unaudited - see Notice to Reader) On the basis of information provided by management, we have compiled the balance sheet of Urbancorp Inc. as at December 31, 2015 and the statements of loss and deficit for the period then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these statements may not be appropriate for their purposes.

Toronto, Ontario January 11, 2017

MNPLLP

Chartered Professional Accountants Licensed Public Accountants





ACCOUNTING > CONSULTING > TAX SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4 1.877.251.2922 T: 416.596.1711 F: 416.596.7894 MNP.ca

Urbancorp Inc. Balance Sheet As at December 31, 2015 (Unaudited - see Notice to Reader)

	2015
Assets	
Loans receivable	60,081,605
Investment in Cumberland 2 LP	20,404,403
Investment in Cumberland 1 LP	18,638,140
Prepaid financing fee	5,395,028
Cash and cash equivalents	4,855,821
Restricted and earmarked deposits	3,014,456
Investment in Urbancorp Realtyco Inc.	1,734,482
Harmonized sales tax receivable	135,537
Investment in Urbancorp Power Holdings Inc	10
	114,259,482
Liabilities	
Bond payable	64,170,783
Accounts payable and accrued liabilities	853,691
Advances from related parties	603,927
Interest payable	257,657
	65,886,058
Shareholders' equity	
Share capital	48,520,377
Deficit	(146,953)
Dencil	(140,953)
	48,373,424

### Approved on behalf of the Board

[signed] Director

[signed] Director

# Urbancorp Inc. Statement of Loss and Deficit For the period ended December 31, 2015 (Unaudited - see Notice to Reader)

	2015 (6 months)
Expenses	
General and administrative expenses	220,090
Selling and marketing expenses	5,123
Interest and bank charges	191
	225,404
Loss from operations	(225,404)
Foreign exchange gain(loss)	78,451
Loss before income taxes	(146,953)
Net loss	(146,953)
Retained earnings (deficit), beginning of year	-
Deficit, end of year	(146,953)

Appendix "F"

Kevin,

The response to your questions are as follows:

- 1. The funding pursuant to the Israeli bond prospectus closed on December 10, 2015
- 2. The Intercompany Bay LP payable is made up of:

Entity	Amount
Bridge on King Inc	1,937,091
The Townhouses of Hogg's Hollow Inc	1,382
TCC/Urbancorp Bay LP	407
Urbancorp (952 Queen West) Inc.	11,000
	1,949,880

I assume that this means that you will not be seeking to conduct any 39.03 examinations which were to be done either this week or next.

We will not be cross-examining your affiant.

From: Kevin Sherkin [mailto:Kevin@LSBLAW.com]
Sent: March 26, 2018 1:09 PM
To: Schwill, Robin
Cc: Rabinovitch, Neil; Jeremy Sacks; Michelle Cruz
Subject: Speedy

Robin

I have a couple questions for the monitor:

- 1. In Saskin's original affidavit dated May 13, 2016 at paragraph 18 18 he talks about a prospectus relating to the raising funds in Israel. Can you please advise the date of the closing of that funding.
- In the King residential balance sheet you sent me as at November 8, 2015 it lists in liabilities intercompany payable bay entities \$1,949,880. Can you please confirm that the intercompany is owed to Bridge on King Inc.

*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)

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IN THE MATTER OF the Companies' <i>Creditors Arrangement Act</i> , 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.	as amended Management Inc., et al.
	Court of Appeal File No. C65891
	COURT OF APPEAL FOR ONTARIO PROCEEDING COMMENCED AT TORONTO
	EXHIBIT BOOK OF THE APPELLANT KSV KOFMAN INC., IN ITS CAPACITY AS MONITOR (VOLUME III OF III)
	Davies Ward Phillips & VineBerg LLP 155 Wellington Street West Toronto ON M5V 3J7 Robin B. Schwill (LSO #384521 ) Tel: 416.863.5502 Email: rschwill@dwpv.com Matthew Milne-Smith (LSO #44266P) Tel: 416.863.0900 Email: mmilne-smith@dwpv.com 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