

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act, and Section 243 of the *Bankruptcy and Insolvency Act*

B E T W E E N:

**THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION**

Applicants

and

1598490 ONTARIO LIMITED

Respondent

**APPLICATION RECORD
(Volume 1 of 2)**

May 10, 2013

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the
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GG.	Copy of the Execution Creditor Search dated May 8, 2013
3.	Consent of Ira Smith Trustee & Receiver Inc. to act as Receiver dated May 7, 2013
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Court File No.

CV-13-10082-0001

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act and Section 243 of the *Bankruptcy and Insolvency Act*

BETWEEN:

**THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION**

Applicants

and

1598490 ONTARIO LIMITED

Respondent



NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on before a Judge on a date to be established by the Commercial List at 330 University Avenue, Toronto.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does

not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

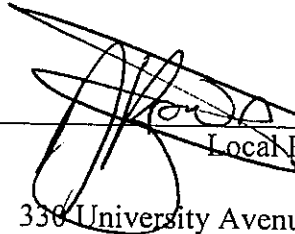
IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date April 25-13

Issued by

Address of
court office:

338 University Avenue,
Toronto ON M5G 1E6


Local Registrar

Natasha Brown
Registrar

TO: SHELDON N. CAPLAN
2 - 40 Saint Regis Crescent North
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Lawyer for the Respondent, 1598490 Ontario Limited

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123 Bannockburn Avenue
Toronto, ON M5M 2N2

AND TO: VECTOR FINANCIAL SERVICES LIMITED
25 Imperial Street, Suite 500
Toronto, ON M5P 1B9

APPLICATION

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THE APPLICANTS, The Equitable Trust Company ("**Equitable**") and Trez Capital Corporation ("**Trez**") (collectively the "**Lender**") make this application for an Order substantially in the form attached as Schedule "A", *inter alia*:

- (a) abridging the time for service of the Notice of Application and the Application Record herein and dispensing with further service thereof;
- (b) appointing Ira Smith Trustee & Receiver Inc. (the "**Receiver**") as the receiver and manager in respect of all of 1598490 Ontario Limited's (the "**Borrower**") assets, undertakings and properties pursuant to Section 101 of the *Courts of Justice Act* (the "**CJA**") and Section 243 of the *Bankruptcy and Insolvency Act* (the "**BIA**"); and
- (c) such further and other Relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE APPLICATION ARE:

1. The Borrower is an Ontario corporation with its head office located at 4116 Bathurst Street. The Borrower's sole business is the development of the Project (defined below).
2. Trez is a British Columbia corporation that carries on business in Ontario as a commercial mortgage lender. Trez has an office located in Toronto, Ontario.
3. Equitable is a Canadian corporation that carries on business as a commercial mortgage lender. Equitable's head office is in Toronto, Ontario.
4. The Borrower is the registered owner of those lands and premises located at 3443 Bathurst Street, Toronto, Ontario (the "**Property**"), as described in Schedule "B" (the

"Property"). The Borrower has substantially completed the development and construction of a 23 unit residential condominium building located on the Property (the **"Project"**). The Borrower registered the Project as a condominium on December 28, 2102, as instrument number AT3206944.

5. Pursuant to the terms of the Commitment Letter dated July 22, 2011 (the **"Commitment"**), the Lender agreed to loan the principal sum of \$8,352,000.00 to the Borrower (the **"Loan"**). The purpose of the Loan was to discharge existing financing and obtain a first mortgage to complete construction and marketing and sale of the Project.
6. As of January 1, 2013, the Lender advanced \$6,496,506.50 on the Loan to the Borrower.
7. As security for its indebtedness and obligations to the Lender under the Loan, the Borrower delivered the following security, without limitation, to the Lender:
 - (a) Charge/Mortgage in the amount of \$8,352,000.00 registered on title of the Property as instrument number AT2835630 (the **"First Mortgage"**);
 - (b) General Notice of Assignment of Rents registered on title to the Property as instrument number AT2835631 (the **"Assignment of Rents"**); and
 - (c) General Security Agreement dated September 23, 2011 (the **"GSA"**).(collectively the **"Security"**)
8. The Lender made a registration pursuant to the *Personal Property Security Act* (the **"PPSA"**) with respect to all security relating to the Property. Laurentian Bank of Canada and Lombard General Insurance Company of Canada have PPSA registrations against the

Borrower that were registered prior to the PPSA registration of the Lender (the "**Prior PPSA Registrations**"). Pursuant to the Undertaking of the Borrower's lawyer dated October 6, 2011, the Prior PPSA Registrations were to be discharged following the closing of the Loan. However, for reasons unknown to the Lender, the Prior PPSA Registrations have not yet been discharged.

9. The President of the Borrower, Chaim Bialostozky (the "**Guarantor**"), also provided the Lender an unlimited guarantee in respect of all monies secured Security by way of Guarantee and Postponement of Claim dated September 23, 2011 (the "**Guarantee**").
10. The Borrower is in default of the Loan. As of April 3, 2013, the Borrower owed the Lender \$7,127,191.91 on the Loan, plus the legal fees and fees and expenses that have been incurred by the Lender in the private receivership (described below) to date.

Subsequent Encumbrancers

11. Set out below is a summary of the charges that are registered against the Property, and the corresponding ranking priority:

Creditor	Instrument Number	Amount of Charge Against the Property
Equitable	AT2835630	\$8,352,000.00
Vector Financial Services Limited (" Vector ")	AT2835847	\$660,000.00

12. The Lender is advised by Vector that the terms of its mortgage were amended and that Vector is currently owed \$3,200,000.00.

13. Aside from the Lender's PPSA registration and the Prior PPSA Registrations, the only other subsequent PPSA registrations against the Borrower were registered by Vector.
14. As of April 23, 2013, the Borrower did not have any execution creditors. There are also no construction liens registered against the Property.
15. In or around February 2012, the Borrower defaulted on its obligations under the Loan. Accordingly, the Lender demanded repayment of Loan by letters dated February 27, 2012, February 28, 2012 and March 15, 2012 (collectively the "**Demand Notice**").
16. The Lender served a Notice of Intention to Enforce Security pursuant to the provisions of the BIA on March 15, 2012 (the "**BIA Notice**").

The Forbearance Agreement and the Forbearance Extension Agreement

17. Following negotiations, the Lender and the Borrower entered into the Forbearance Agreement dated March 28, 2012 (the "**Forbearance Agreement**"). Pursuant to Article 1 of the Forbearance Agreement, the Borrower and Guarantor, *inter alia*:
 - (a) acknowledged that the Borrower was in default of its obligations owing to the Lender as set out in the Demand Notice;
 - (b) acknowledged that the Borrower owed the Lender \$6,493,849.73 on the Loan as at February 1, 2012; and
 - (c) acknowledged that the Lender was entitled to terminate the Loan and that the Lender's security, including the Guarantee and its right to appoint a receiver, was valid and enforceable.

18. Pursuant to Article 2.1 of the Forbearance Agreement, the Borrower, *inter alia*,:
- (a) covenanted to complete the construction and sale of units in the Project pursuant to the timetable set out in Article 2.1(e) (the "**Completion Timetable**");
 - (b) agreed that all purchase agreements entered into pursuant to the Completion Timetable were to have a 20% deposit to be held in trust by the Borrower's lawyer; and
 - (c) agrees not to make any payment of any kind to shareholders or related parties to the Borrower or Guarantor, without the consent of the Lender.

19. Article 5.1 of the Forbearance Agreement provides the consent of the Borrower and Guarantor to a Court appointed receiver. Article 5.1 of the Forbearance states that in the event of the Borrower's default:

the Lender may enforce its rights to seek immediate repayment of the Loan pursuant to the Demand Notice, including immediately terminating this Agreement, exercising any and all rights under the Security held by it without further notice to the Borrower or Guarantor. In particular, without limiting the generality of the foregoing, the Lender may immediately in any of such events appoint a private receiver and manager (the "**Receiver**") as designated by the Lender or seek the appointment of a Receiver by the court on behalf of the Borrower in respect of all assets and undertakings of the Borrower in accordance with the terms of the Security. The Borrower hereby consents to the appointment of a private or court appointed Receiver and covenants not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.

20. The Borrower defaulted on the Forbearance Agreement by failing to meet the milestones as set out in the Completion Timetable (the "**Forbearance Agreement Default**"). Notwithstanding the Lender's right to take enforcement steps, the Lender again agreed to forbear from enforcing its security until February 1, 2013 pursuant to the Forbearance

Extension Agreement dated November 1, 2012 (the "**Forbearance Extension Agreement**").

21. The Forbearance Extension Agreement provided, *inter alia*, the Borrower a window to repay the Loan by February 1, 2013 (the "**Revised Forbearance Period**"). The Amended Forbearance Agreement provided that all other terms of the Forbearance Agreement, aside from those amended therein, would remain unchanged and in force.

The Borrower Breached the Forbearance Agreement and the Forbearance Extension Agreement and the Subsequent Private Appointment of the Receiver

22. The Borrower breached the terms of the Forbearance Extension Agreement by failing to repay the Loan on February 1, 2013. Further, in addition to failing to repay the Loan, the Borrower has failed to make payment of any of the monthly interest payments from February 1, 2012 to date.
23. The Borrower has advised on numerous occasions that the Loan will be repaid imminently from the sale of 17 units in the Project. Despite making repeated representations described above, the Borrower remains in default.
24. As a result of the default of the Borrower, the Lender appointed the Receiver as a private receiver over all assets and undertakings of the Borrower by Appointment letter dated March 28, 2013 (the "**Appointment Letter**").
25. The Lender issued a Notice of Sale for the Property on April 10, 2013 (the "**Notice of Sale**").

The Borrower's Failure to Co-operate with the Receiver

26. Despite its clear obligation to do so, the Borrower has refused or failed to co-operate with the Receiver. Specifically, subsequent to the appointment of the Receiver, the Borrower has:
- (a) failed to deliver to the Receiver possession of the Borrower's books and records, agreements of purchase and sale for the Project;
 - (b) caused its then lawyer, Sheldon Weinles, to transfer all purchaser deposit funds held pursuant to the agreements of purchase and sale for units in the Project to the lawyer for the purchasers; and
 - (c) caused money to be improperly paid out to the Guarantor, shareholders or related parties to the Borrower or Guarantor, without the consent of the Receiver.
27. The Borrower's conduct is a deliberate attempt to prevent the Receiver from carrying out its mandate.

The Need for a Court Appointed Receiver

28. The Lender brings this application for the Court appointment of the Receiver in order to maximize the recovery for all of the Borrower's creditors and other stakeholders through a Court supervised completion of construction, marketing and sale process for the Property. This Court supervised process will ensure that the interests of all creditors and other stakeholders of the Borrower are considered with a view of achieving the maximum realization on the Property. This will eliminate any potential dispute regarding expenses incurred to complete construction of any remaining units that are to be sold in the Project

and the value ultimately obtained for the Property. Following its Court appointment, the Receiver intends to return to Court with recommendations for the completion of construction of the Project and how to commence a sale process of the Property.

29. The supervision of the Court is necessary to compel the Borrower to cooperate with the Receiver.
30. The appointment of the Receiver is just and convenient in the circumstances.
31. The Receiver has consented to its Court appointment.
32. The reasons in the Affidavit of Bruce Roy to be sworn. (the "**Roy Affidavit**").
33. Rules 2.03, 3.02 and 41 of the *Rules of Civil Procedure* and section 101 of the CJA and section 243 of the BIA.
34. Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

1. The Roy Affidavit;
2. The consent of Ira Smith Trustee & Receiver Inc. to act as Receiver; and
3. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

April 25, 2013

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Lawyers for the Applicants

SCHEDULE "A"

Court File No. _____

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

THE HONOURABLE) _____, THE _____
JUSTICE _____)
DAY OF _____, 2013

**THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION**

Applicants

and

1598490 ONTARIO LIMITED

Respondent

ORDER

THIS APPLICATION made by the Applicants for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") and section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3., as amended (the "**BIA**") appointing Ira Smith Trustee & Receiver Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 1598490 Ontario Limited (the "**Debtor**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Bruce Roy sworn _____ and the Exhibits thereto and on hearing the submissions of counsel for Applicants and counsel for the Debtor, no one appearing and on reading the consent of Ira Smith Trustee & Receiver Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 101 of the CJA and section 243 of the BIA, Ira Smith Trustee & Receiver Inc. is hereby appointed Receiver, without security, of all of lands and premises legally described in Schedule "A" hereto (the "**Lands**") and for the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**"). For greater certainty, Property includes Insurance Policies, Material Contracts, Permits, Personal Property, Plans, Specifications and Securities, as each such terms is defined in Schedule "B" hereto.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary

course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00 provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data

storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or

with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien or delivery for demand pursuant to section 39 of the *Construction Lien Act*, R.S.O., 1990, c.C.30, as amended (the "CLA").

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or

such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all

such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or

otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

24. **THIS COURT ORDERS** that notwithstanding paragraphs 20-23 inclusive, and as alternate thereto, the Receiver is hereby authorized to borrow money to fund the exercise of its powers and duties hereunder by way of advances from the Applicants, which advances shall be secured by the Applicants' security on the Property (including without limitation the First Mortgage as defined and attached as an exhibit to the Roy Affidavit), with the same priority that may attach to such security.

25. **THIS COURT ORDERS** that all funds advanced by the Applicants to the Receiver to fund the exercise of its powers and duties as a private receiver prior to the date of this Order shall be secured by the Applicants' security on the Property (including without limitation the First Mortgage as defined and attached as an exhibit to the Roy Affidavit), with the same priority that may attach to such security.

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. **THIS COURT ORDERS** that the Applicants and the Receiver and any party who has served a Notice of Appearance, may serve any materials in this proceeding by e-mailing a pdf or other electronic copy of such materials to counsels' e-mail addresses as recorded on the Service List from time to time, in accordance with the e-filing protocol of the Commercial List to the extent practicable.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, as provided for in the Applicants' security.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"**LEGAL DESCRIPTION OF THE LANDS****PIN 76285 - 0001 LT**

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0002 LT

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0003 LT

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P.I.N. 76285 - 0004 LT

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0005 LT

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0006 LT

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0007 LT

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0008 LT

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0009 LT

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0010 LT

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0011 LT

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0012 LT

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0013 LT

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0014 LT

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0015 LT

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0016 LT

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0017 LT

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0018 LT

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0019 LT

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0020 LT

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0021 LT

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0022 LT

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0023 LT

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0024 LT

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0025 LT

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0026 LT

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0027 LT

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0028 LT

UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0029 LT

UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0030 LT

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0031 LT

UNIT 5, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0032 LT

UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0033 LT

UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0034 LT

UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0035 LT

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0036 LT

UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0037 LT

UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0038 LT

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0039 LT

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0040 IT

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0041 IT

UNIT 5, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0042 LT

UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0043 LT

UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0044 LT

UNIT 3, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0045 LT

UNIT 4, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0046 LT

UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0047 LT

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

SCHEDULE "B"

DEFINED TERMS

"Construction Agreements" means all construction contracts and subcontracts entered into by or on behalf of the Debtor for the supply of construction services or materials to all improvements constructed on or made to the Lands including, without limitation, all agreements, invoices and other documents related thereto, together with all bonds, guarantees, letters of credit and/or other securities issued with respect to the performance of such Construction Agreements and the supply of all work, labour and materials thereunder.

"Insurance Policies" means all policies of insurance insuring the Lands and the building improvements, fixtures and other properties situate in, on or under the Lands or arising out of the interest of the Debtor in the Lands including, without limitation, policies of insurance for property damage, loss of rental income, business interruptions, theft of property, professional liability, general liability, fire and extended perils and boiler and machinery.

"Material Contracts" means all of the right, title and interest, but not the liabilities, obligations or burdens, of the Debtor in all contracts entered into by or on behalf of the Debtor for the development, servicing and management of any improvements constructed on or made to the Lands including, without limitation, any cost sharing agreements (except Construction Agreements which are expressly excluded herefrom), insurance, Permits and Plans and Specifications and Landmark Sale Agreements including, without limitation, any amendments, extensions, renewals and replacement which have been made to any of them, all proceeds therefrom, all benefits and advantages which now or hereafter may be derived therefrom, all debts, demands, choses in action and claims due, owing, or accruing due to or on behalf of the Debtor therefrom and all books, accounts, invoices, letters, papers, drawings, blueprints, documents, records and data (including hard and soft copies thereof and all forms of magnetic, electronic and other means of data storage) in any way evidencing or relating thereto.

"Permits" means all present and future approvals, licenses, demolition permits, excavation permits, foundation permits, building permits, construction permits and other permits now or hereafter issued or required to be issued by any public or governmental authority in order to permit the construction of improvements to the Lands.

"Personal Property" means all personal property (including, without limitation, each account, chattel paper, document of title, equipment, instrument, intangible, inventory, money, security and goods) owned or acquired by or on behalf of the Debtor or in respect of which the Debtor has any rights and which is now located on, affixed or attached to, placed upon, situate in or on, or which may arise out of, from or in connection with the ownership, use or disposition of, the Lands or any part thereof, including, without limitation, all increases, additions, substitutions, repairs, renewals, replacements, accessions, accretions and any improvements to any such Personal Property and all proceeds and other amounts derived directly or indirectly from any dealings with any such Personal Property.

"Plans and Specifications" means all plans, specifications and drawings for the improvements constructed upon the Lands.

"Securities" means all monies evidenced or represented by certificates of deposit, guaranteed investment certificates or other interest bearing instruments or accounts issued to or registered in the name of the Debtor or its nominee and all renewals thereof and/or substitutions, replacements, additions of alterations thereof.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Ira Smith Trustee & Receiver Inc. the receiver (the "**Receiver**") of the assets, undertakings and properties 1598490 Ontario Limited. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ of _____, 2013 (the "**Order**") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2013

Ira Smith Receiver & Trustee Inc. solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____
Name: _____
Title: _____

SCHEDULE "B"

LEGAL DESCRIPTION OF THE LANDS

PIN 76285 - 0001 LT

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0002 LT

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0003 LT

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0004 LT

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0005 LT

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0006 LT

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0007 LT

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0008 LT

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0009 LT

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0010 LT

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0011 LT

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0012 LT

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0013 LT

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0014 LT

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0015 LT

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0016 LT

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0017 LT

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0018 LT

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0019 LT

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0020 LT

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0021 LT

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0022 LT

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0023 LT

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0024 LT

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0025 LT

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0026 LT

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0027 LT

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0028 LT

UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0029 LT

UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0030 LT

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0031 LT

UNIT 5, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0032 LT

UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0033 LT

UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0034 LT

UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0035 LT

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0036 LT

UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0037 LT

UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0038 LT

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0039 LT

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0040 IT

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0041 IT

UNIT 5, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0042 LT

UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0043 LT

UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0044 LT

UNIT 3, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0045 LT

UNIT 4, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0046 LT

UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0047 LT

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

THE EQUITABLE TRUST
COMPANY ET AL.

Applicants

-and-

1598490 ONTARIO LIMITED

Respondent

Court File No. CV-13-10082-0001

ONTARIO

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

IN THE MATTER OF Section 101 of
the *Courts of Justice Act* and Section of the
243 of the *Bankruptcy and Insolvency Act*

**PROCEEDING COMMENCED AT
TORONTO**

NOTICE OF APPLICATION

ROBINS APPLEBY & TAUB LLP

Barristers & Solicitors
2600 - 120 Adelaide Street West
Toronto ON M5H 1T1

Irving Marks LSUC #19979H

Tel: (416) 360-3329

Dominique Michaud LSUC #56871V

Tel: (416) 360-3795

Fax: (416) 868-0306

Lawyers for the Applicants

Court File No. CV-13-10082-00CL

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

IN THE MATTER OF Section 101 of the
Courts of Justice Act, and Section 243 of the *Bankruptcy and Insolvency Act*

B E T W E E N:

**THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION**

Applicants

and

1598490 ONTARIO LIMITED

Respondent

AFFIDAVIT OF BRUCE ROY

I, Bruce Roy, of the City of Toronto, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am a Vice-President of lending for the Toronto office of Trez Capital Corporation ("Trez"). I negotiated the loan on behalf of Trez and the Equitable Trust Company ("Equitable") (collectively the "Lender") with 1598490 Ontario Limited (the "Borrower"). The aforementioned loan, which is described in greater detail below, is the subject matter of this application.

The Parties

2. Trez is a British Columbia corporation that carries on business in Ontario as a commercial mortgage lender. Trez has an office located in Toronto, Ontario. A copy of Trez's corporate profile is attached as **Exhibit "A"**.

3. Equitable is a Canadian corporation that carries on business as a commercial mortgage lender. Equitable's head office is in Toronto, Ontario. A copy of Equitable's corporate profile is attached as **Exhibit "B"**.

4. The Borrower is an Ontario corporation with its head office located at 4116 Bathurst Street. The Borrower is the registered owner of those lands and premises located at 3443 Bathurst Street, Toronto, Ontario (the "**Property**"). The Borrower has substantially completed the development and construction of a 23 unit residential condominium building located on the Property (the "**Project**"). A copy of the Borrower's corporate profile is attached as **Exhibit "C"**. Copies of the PINs for each unit in the Project are attached as **Exhibit "D"**.

5. Chaim Bialostozky (the "**Guarantor**") is the President of the Borrower. The Guarantor provided an unlimited guarantee in respect of the repayment of all monies owing under the Loan (defined below) by way of Guarantee and Postponement of Claim dated September 23, 2011 (the "**Guarantee**"). A copy of the Guarantee is attached as **Exhibit "E"**.

The Indebtedness of the Borrower to the Lender

6. Pursuant to the terms of the Commitment Letter dated July 22, 2011 (the "**Commitment**"), the Lender agreed to loan the principal sum of \$8,352,000.00 to the Borrower (the "**Loan**"). The purpose of the Loan was to discharge existing financing and obtain a first

mortgage to complete construction and marketing and sale of the Project. A copy of the Commitment is attached as **Exhibit "F"**.

7. The Borrower is in default on the Loan. As of May 8, 2013, the Borrower owed the Lender \$7,325,952.28 on the Loan, including legal fees and Receiver fees (defined below). A copy of a mortgage statement of the Loan dated May 7, 2013, is attached as **Exhibit "G"**.

The Security

8. As security for its indebtedness and obligations to the Lender under the Loan, the Borrower delivered the following security, without limitation, to the Lender:

- (a) a Charge/Mortgage in the amount of \$8,352,000.00 registered on title of the Property as instrument number AT2835630 (the **"First Mortgage"**);
 - (b) a General Notice of Assignment of Rents registered on title to the Property as instrument number AT2835631 (the **"Assignment of Rents"**);
 - (c) a General Security Agreement dated September 23, 2011 (the **"GSA"**); and
 - (d) the Guarantee.
- (collectively the **"Security"**)

Copies of the First Mortgage, Assignment of Rents and GSA are attached as **Exhibits "H", "I" and "J"**.

9. The Mortgage and Assignment of Rents are the first ranking encumbrances against the Property.

10. The Lender effected a registration pursuant to the *Personal Property Security Act* (the **"PPSA"**) with respect to all security relating to the Property. Laurentian Bank of Canada and Lombard General Insurance Company of Canada have PPSA registrations against the Borrower

that were registered prior to the PPSA registration of the Lender (the “**Prior PPSA Registrations**”). Pursuant to the Undertaking of the Borrower’s lawyer dated October 6, 2011, the Prior PPSA Registrations were to be discharged following the closing of the Loan. However, for reasons unknown to the Lender, the Prior PPSA Registrations have not yet been discharged. A copy of the Lender’s PPSA registration is attached as **Exhibit “K”**. A copy of the Borrower’s lawyer’s undertaking is attached as **Exhibit “L”**.

The Borrower’s Default

11. In or around February 2012, the Borrower defaulted on its obligations under the Loan. Accordingly, the Lender demanded repayment of the Loan by letter dated March 15, 2012 (the “**Demand Notice**”). A copy of the Demand Notice is attached as **Exhibit “M”**.

12. The Lender served a Notice of Intention to Enforce Security pursuant to the provisions of the BIA together with the Demand Notice on March 15, 2012 (the “**BIA Notice**”). A copy of the BIA Notice is attached as **Exhibit “N”**.

The Forbearance Agreement and the Forbearance Extension Agreement

13. Following negotiations, the Lender and the Borrower entered into the Forbearance Agreement dated March 28, 2012 (the “**Forbearance Agreement**”). A copy of the Forbearance Agreement is attached as **Exhibit “O”**.

14. Pursuant to Article 1 of the Forbearance Agreement, the Borrower and Guarantor, *inter alia*:

- (a) acknowledged that the Borrower was in default of its obligations owing to the Lender as set out in the Demand Notice;

- (b) acknowledged that the Borrower owed the Lender \$6,493,849.73 on the Loan as at February 1, 2012; and
 - (c) acknowledged that the Lender was entitled to terminate the Loan and that the Lender's security, including the Guarantee and its right to appoint a receiver, was valid and enforceable.
15. Pursuant to Article 2.1 of the Forbearance Agreement, the Borrower, *inter alia*:
- (a) covenanted to complete the construction and sale of units in the Project pursuant to the timetable set out in Article 2.1(e) (the "**Completion Timetable**");
 - (b) agreed that all purchase agreements entered into pursuant to the Completion Timetable were to have a 20% deposit to be held in trust by the Borrower's lawyer; and
 - (c) agrees not to make any payment of any kind to shareholders or related parties to the Borrower or Guarantor, without the consent of the Lender.
16. Article 5.1 of the Forbearance Agreement provides the consent of the Borrower and Guarantor to a Court appointed receiver. Article 5.1 of the Forbearance Agreement states that in the event of the Borrower's default:

the Lender may enforce its rights to seek immediate repayment of the Loan pursuant to the Demand Notice, including immediately terminating this Agreement, exercising any and all rights under the Security held by it without further notice to the Borrower or Guarantor. In particular, without limiting the generality of the foregoing, the Lender may immediately in any of such events appoint a private receiver and manager (the "**Receiver**") as designated by the Lender or seek the appointment of a Receiver by the court on behalf of the Borrower in respect of all assets and undertakings of the Borrower in accordance with the terms of the Security. The Borrower hereby consents to the appointment of a private or court appointed Receiver and covenants not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.

The Forbearance Agreement Default

16. The Borrower defaulted on the Forbearance Agreement by failing to meet the milestones as set out in the Completion Timetable (the "**Forbearance Agreement Default**"). Notwithstanding the Lender's right to take enforcement steps, the Lender again agreed to forbear

from enforcing its security until February 1, 2013 pursuant to the Forbearance Extension Agreement dated November 1, 2012 (the "**Forbearance Extension Agreement**"). A copy of the Forbearance Extension Agreement is attached as **Exhibit "P"**.

17. The Forbearance Extension Agreement provided, *inter alia*, the Borrower a window to repay the Loan by February 1, 2013 (the "**Revised Forbearance Period**"). The Forbearance Extension Agreement provided that all other terms of the Forbearance Agreement, aside from those amended therein, would remain unchanged and in force.

The Breach of the Forbearance Extension Agreement and the Private Appointment of the Receiver

18. The Borrower breached the terms of the Forbearance Extension Agreement by failing to repay the Loan on February 1, 2013. Further, in addition to failing to repay the Loan, the Borrower has failed to make payment of any of the monthly interest payments from February 1, 2013 to date. The Borrower has repeatedly advised on numerous occasions that the Loan will be repaid imminently from the sale of 17 units in the Project. Despite making repeated representations described above, the Borrower remains in default.

19. By email dated February 25, 2013, I wrote to the Borrower, Guarantor and Mr. Mickey Baratz of Vector Financial Services Limited ("**Vector**") regarding the Borrower's failure to repay the Loan and the monthly interest payments. In this email, I advised that the Lender required at the very least that the Borrower make payment of two months interest and provide a firm understanding as to when the closings of the units would occur. A copy of this email is attached as **Exhibit "Q"**.

20. By letter dated February 27, 2013, the Borrower's then lawyer wrote to the Lender's lawyer and advised that the closing of units in the Project was to occur the week of March 4, 2013 and that the Loan would be repaid in full. A copy of this letter is attached as **Exhibit "R"**.

21. By letter dated February 28, 2013, the Lender's lawyer wrote to the Borrower's lawyer and advised that in light of the proposed timeline that the Lender demanded that the Loan be repaid in full by March 8, 2013. A copy of this letter is attached as **Exhibit "S"**.

22. The March 8, 2013 payment deadline lapsed and the Borrower did not repay the Loan. By email dated March 15, 2013, the Borrower's lawyer made a further assurance that he was in receipt of \$3,000,000.00 of purchaser deposits in his trust account (the "**Trust Funds**") and that the closings were to occur shortly and that the Loan would be repaid imminently. This statement was another empty assurance that the Borrower did not fulfil. A copy of this email is attached as **Exhibit "T"**.

23. Ultimately, the Lender became very frustrated with the Borrower's persistent defaults. Accordingly, by letter dated March 26, 2013, the Lender's lawyer wrote to the Borrower's lawyer and advised if the loan was not fully repaid by March 28, 2013, that the Lender would immediately appoint a receiver in respect of all assets and undertakings of the Borrower. A copy of this letter is attached as **Exhibit "U"**.

24. The Borrower did not repay the Loan. As a result, the Lender appointed Ira Smith Trustee & Receiver Inc. as receiver over the Borrower (the "**Receiver**"). A copy of the Appointment Letter dated March 28, 2013 is attached as **Exhibit "V"**.

25. The Lender initially appointed the Receiver privately to complete the sale of units with purchasers who had an agreement of purchase and sale with the Borrower. For reasons described below, I do not think this can occur or will occur.

The Borrower's Refusal to Cooperate with the Receiver

26. By email dated March 28, 2013, the Receiver wrote to the Borrower to obtain control of the Property and the control of the Borrower's books and records. A copy of this letter is attached as **Exhibit "W"**.

27. I am advised by the Receiver and verily believe that the Receiver met with the Borrower on April 3, 2013. I am advised by the Receiver and verily believe that at this meeting the Borrower agreed to *inter alia*, to:

- (a) have the project manager, Ronen Management Services Inc. ("**Ronen**"), provide access and control of the Property to the Receiver; and
- (b) provide the Receiver copies of the Borrower's books and records.

I am advised by the Receiver and verily believe that it was provided access and control of the Property by Ronen but that the Borrower did not provide its books and records despite being having promised and being required to do so. A copy of a reporting email from the Receiver to the Lender documenting this meeting is attached as **Exhibit "X"**.

28. By letter dated April 19, 2013, the Receiver wrote to the Borrower and again requested that it provide the Receiver copies of the Borrower's books and records. I am advised by the Receiver and verily believe that to date, the Borrower has not responded to this letter and that it has still not provided the Receiver access to its books and records. A copy of this letter from the Receiver is attached as **Exhibit "Y"**.

29. In addition to refusing to provide access to its books and records, the Borrower has also actively interfered with the Receiver. Specifically, subsequent to the appointment of the Receiver, I believe that the Borrower:

- (a) caused its then lawyer, Sheldon Weinles, to transfer all of the Trust Funds held pursuant to the agreements of purchase and sale for units in the Project to Gabriel Krikunez, the lawyer for the purchasers on April 4, 2013. In light of the appointment of the Receiver, the Borrower had no authorization to give these instructions. Further, this action was a clear breach of the terms of the Forbearance Agreement; and
- (b) caused money to be improperly paid out to the Guarantor, shareholders or related parties to the Borrower or Guarantor, without the consent of the Receiver. This action was a clear breach of the terms of the Forbearance Agreement.

A copy of a letter from Sheldon Weinles to the Receiver dated April 18, 2013, explaining that he did not hold the Trust Funds for the Borrower after the appointment of the Receiver is attached as **Exhibit "Z"**. I am advised by the Lender's lawyer, Dominique Michaud, and verily believe that Mr. Weinles contradicted this statement during a telephone conversation on April 18, 2013, where he advised Mr. Michaud that he transferred the approximately \$2,700,000.00 of the Trust Funds out of his trust account on April 4, 2013. I am advised by Mr. Michaud and verily believe that in this same conversation that when he asked Mr. Weinles where the remainder of the Trust Funds were being held, Mr. Weinles advised that they were released to the Borrower.

30. I am advised by the Receiver and verily believe that as a result of the Borrower's interference and refusal to cooperate described above, that it has encountered significant difficulties completing its mandate.

Current State of the Project

31. I am advised by Vector and the Borrower that the Borrower has substantially completed the construction of 17 of 23 units in the Project. The Borrower registered the Project as a condominium on December 28, 2012, as instrument number AT3206944. I am advised by the Receiver and verily believe that the Borrower also obtained an occupancy certificate for 16 units from the City of Toronto and that the Project is ready for purchasers to occupy units. A copy of the Project's condominium registration is attached as Exhibit "AA". A copy of the occupancy certificate are attached as **Exhibit "BB"**.

32. Throughout the Forbearance Period and the Revised Forbearance Period, the Borrower misrepresented the status of sales in the Project and advised me that it had entered into binding agreements of purchase and sale with bona fide purchasers (the "**Agreements of Purchase and Sale**"). However, I am now advised by the Receiver and verily believe that:

- (a) the purchasers were in reality related parties to the Borrower; and
- (b) the lawyer for the purchasers has advised that the Agreements of Purchase and Sale were in fact terminated by the Borrower by mutual releases (the "**Mutual Releases**") and that the purchasers have taken the position that there are no actual binding sales in the Project.

Of particular note is the fact that many of the Mutual Releases were executed the same day as the corresponding agreement of purchase and sale. As a result of the Borrower's misrepresentations and the suspicious circumstances relating to the Mutual Releases, the Receiver is unable to determine with certainty whether the Agreements of Purchase and Sale are binding. Copies of the Agreements of Purchase and Sale for the Project are attached as **Exhibit "CC"**. Copies of the Mutual Releases are attached as **Exhibit "DD"**.

33. The Lender is also advised that the Borrower caused its Tarion registration to lapse and that a new registration application must now be submitted in order to ensure that any sales in the Project are compliant with the *Ontario New Homes Warranty Act*. Without Tarion registration, the Receiver is unable to complete any sales of units in the Project. A copy of an email from the Receiver dated May 6, 2013 setting out the circumstances of the Tarion registration is attached as **Exhibit “EE”**.

Subsequent Encumbrancers and Other Creditors

34. Set out below is a summary of the charges that are registered against the Property, and the corresponding ranking priority:

Creditor	Instrument Number	Amount of Charge Against the Property
Equitable	AT2835630	\$8,352,000.00
Vector	AT2835847	\$3,200,000.00

The Lender is advised by Vector that the terms of its mortgage were amended and that Vector is currently owed \$3,200,000.00 and not the listed amount of \$660,000.00. A copy of the Vector mortgage is attached as **Exhibit “FF”**.

35. Aside from the Lender’s PPSA registration and the Prior PPSA Registrations, the only other subsequent PPSA registrations against the Borrower were registered by Vector.

36. As of May 8, 2013, the Borrower did not have any execution creditors nor were there any construction liens registered against the Property. A copy of the execution creditor search dated May 8, 2013 is attached as **Exhibit "GG"**.

37. I am advised by the Receiver and verily believe that Ronen has advised that it is owed over \$300,000.00 for project management services provided to the Borrower on the Project. I am advised by the Receiver and verily believe that Ronen has advised that it will likely register a construction lien to deal with its allegedly unpaid invoices.

The Need for a Court Appointed Receiver

38. I believe the Court appointment of the Receiver is necessary in order to maximize the recovery for all of the Borrower's creditors and other stakeholders through a Court supervised completion of construction, marketing and sale process for the Property. This Court supervised process will ensure that the interests of all creditors and other stakeholders are considered with a view of achieving the maximum realization on the Property. This will eliminate any potential dispute regarding expenses incurred to complete construction of any remaining units that are to be sold in the Project and the value ultimately obtained for the Property. Following its Court appointment, the Receiver intends to return to Court with recommendations for the completion of construction of the Project and how to commence a sale process of the Property.

39. Further, in light of the Borrower's conduct described above, I believe that the supervision of the Court is necessary to compel the Borrower to cooperate with the Receiver.

40. The proposed order appointing the Receiver permits the Receiver to borrow funds from the Lender for the purpose of financing the receivership, including the fees and expenses

incurred during the private receivership. These borrowings will be secured by the Receiver's certificates to be issued by the Receiver or by the security held by the Lender upon the Property.

Notice to Interested Parties

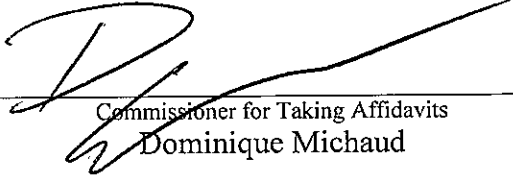
41. The Lender has provided notice of this application to:

- (a) the Borrower;
- (b) the Guarantor;
- (c) the purchasers who hold the Agreements of Purchase and Sale;
- (d) Vector; and
- (e) Ronen.

As there are no construction lien claimants, execution creditors or any other known creditors of the Borrower, the Lender has not provided notice of this motion to any other party.

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

9th of May, 2013


Commissioner for Taking Affidavits
Dominique Michaud


BRUCE ROY

DOMINIQUE MICHAUD
Barrister & Solicitor
A Notary Public and Commissioner of Oaths
in and for the Province of Ontario, Canada

THIS IS **EXHIBIT "A"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Request ID: 015207945
 Transaction ID: 50473335
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2013/04/02
 Time Report Produced: 09:54:59
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1704016	TREZ CAPITAL CORPORATION	1997/07/15
		Jurisdiction
		BR COLUMBIA
Corporation Type	Corporation Status	Former Jurisdiction
EP DOMESTIC WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address		Date Amalgamated
		Amalgamation Ind.
1185 WEST GEORGIA STREET		NOT APPLICABLE
Suite # 1550		NOT APPLICABLE
VANCOUVER		NOT APPLICABLE
BRITISH COLUMBIA		NOT APPLICABLE
CANADA V6E 4E6		NOT APPLICABLE
Principal Place of Business in Ontario		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
67 YONGE STREET		Revival Date
		Continuation Date
		NOT APPLICABLE
Suite # 1102		NOT APPLICABLE
TORONTO		NOT APPLICABLE
ONTARIO		NOT APPLICABLE
CANADA M5E 1J8		NOT APPLICABLE
		Transferred Out Date
		Cancel/Inactive Date
		NOT APPLICABLE
		NOT APPLICABLE
		EP Licence Eff.Date
		EP Licence Term.Date
		NOT APPLICABLE
		NOT APPLICABLE
		Date Commenced in Ontario
		Date Ceased in Ontario
		2001/01/05
		NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 015207945
Transaction ID: 50473335
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/02
Time Report Produced: 09:54:59
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1704016

Corporation Name

TREZ CAPITAL CORPORATION

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

BRUCE

ROY

Address

67 YONGE STREET

Suite # 1102
TORONTO
ONTARIO
CANADA M5E 1J8

Date Began

2005/01/01

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 015207945
Transaction ID: 50473335
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/02
Time Report Produced: 09:54:59
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1704016

Corporation Name

TREZ CAPITAL CORPORATION

Last Document Recorded

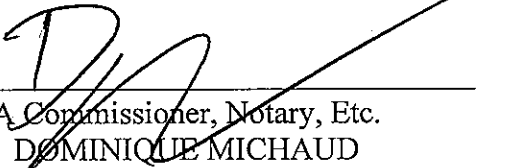
Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	2	2008/04/03

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

THIS IS **EXHIBIT "B"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Request ID: 015282931
 Transaction ID: 50714114
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2013/04/24
 Time Report Produced: 08:57:11
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
241058	THE EQUITABLE TRUST COMPANY	1970/12/14
		Jurisdiction
		CANADA
Corporation Type	Corporation Status	Former Jurisdiction
FEDERAL CORP WITH SHARE	REFER TO JURISDICTION	NOT APPLICABLE
Registered or Head Office Address	Date Amalgamated	Amalgamation Ind.
30 ST CLAIR AVE W	NOT APPLICABLE	NOT APPLICABLE
Suite # 700	New Amal. Number	Notice Date
TORONTO	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		Letter Date
CANADA M4V 3A1		NOT APPLICABLE
Principal Place of Business in Ontario	Revival Date	Continuation Date
30 ST CLAIR AVE W	NOT APPLICABLE	NOT APPLICABLE
Suite # 700	Transferred Out Date	Cancel/Inactive Date
TORONTO	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		
CANADA M4V 3A1	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced in Ontario	Date Ceased in Ontario
	1970/12/14	NOT APPLICABLE
Activity Classification		
FINANCE/INSURANCE INDUSTRIES INCL. HOLDING & INVES		

Request ID: 015282931
Transaction ID: 50714114
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:11
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

241058

Corporation Name

THE EQUITABLE TRUST COMPANY

Corporate Name History

REFER TO JURISDICTION

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

GEOFFREY
BLEDIN

Address

30 ST CLAIR AVE W
Suite # 700
TORONTO
ONTARIO
CANADA M4V 3A1

Date Began

1990/09/01

First Director

NOT APPLICABLE

Designation

OFFICER/MANAGER IN ONT.

Officer Type

Resident Canadian

NOT APPLICABLE

Request ID: 015282931
Transaction ID: 50714114
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:11
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

241058

THE EQUITABLE TRUST COMPANY

Last Document Recorded

Act/Code Description

Form

Date

CIA SPECIAL NOTICE 3

2

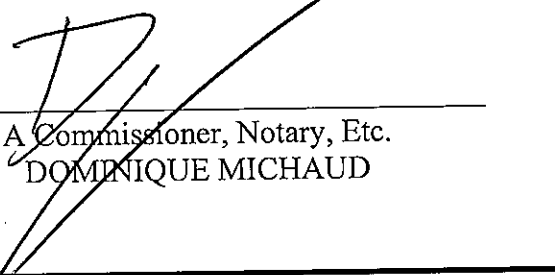
1995/02/24

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

THIS IS **EXHIBIT "C"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Request ID: 015282934
 Transaction ID: 50714120
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2013/04/24
 Time Report Produced: 08:57:27
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1598490	1598490 ONTARIO LIMITED	2003/12/04
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
4116 BATHURST STREET	NOT APPLICABLE	NOT APPLICABLE
TORONTO ONTARIO CANADA M3H 3P2	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
4116 BATHURST STREET		NOT APPLICABLE
TORONTO ONTARIO CANADA M3H 3P2	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 015282934
Transaction ID: 50714120
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:27
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

1598490

Corporation Name

1598490 ONTARIO LIMITED

Corporate Name History

1598490 ONTARIO LIMITED

Effective Date

2003/12/04

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

CHAIM
BIALOSTOZKY

Address

123 BANNOCKBURN AVENUE

TORONTO
ONTARIO
CANADA M5M 2N2

Date Began

2003/12/05

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 015282934
Transaction ID: 50714120
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:27
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

1598490

Corporation Name

1598490 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

CHAIM
BIALOSTOZKY

Address

123 BANNOCKBURN AVENUE

TORONTO
ONTARIO
CANADA M5M 2N2

Date Began

2003/12/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

CHAIM
BIALOSTOZKY

Address

123 BANNOCKBURN AVENUE

TORONTO
ONTARIO
CANADA M5M 2N2

Date Began

2003/12/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 015282934
Transaction ID: 50714120
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:27
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1598490

Corporation Name

1598490 ONTARIO LIMITED

Administrator:
Name (Individual / Corporation)

CHAIM
BIALOSTOZKY

Address

123 BANNOCKBURN AVENUE

TORONTO
ONTARIO
CANADA M5M 2N2

Date Began

2003/12/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Administrator:
Name (Individual / Corporation)

DAN
RONEN

Address

145 LISA CRESCENT

THORNHILL
ONTARIO
CANADA L4J 2N2

Date Began

2003/12/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 015282934
Transaction ID: 50714120
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/04/24
Time Report Produced: 08:57:27
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1598490

1598490 ONTARIO LIMITED

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2008

1C

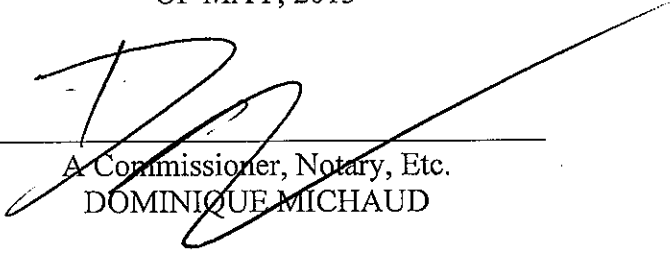
2009/09/12

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE

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

THIS IS **EXHIBIT "D"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

76285-0001 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

EIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TE94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDEFINITE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

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

76285-0001 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C
		REMARKS: BY-LAW NO. 1				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

76285-0002 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 10:48:07

PROPERTY DESCRIPTION: UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT306944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES:
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:48:07

76285-0002 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:49:02

76285-0003 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BA1497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE

CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CEXD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
** SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$650,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:49:02

76285-0003 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

76285-0004 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2
PREPARED FOR KEVAN123
ON 2013/05/09 AT 10:49:35

PROPERTY DESCRIPTION:

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

FEE SIMPLE
CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS

RECENTLY:

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:

2013/01/14

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:49:35

76285-0004 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:52:06

76285-0005 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497, NXY70229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64B41497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NXY70229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TS94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDEFINITE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT			ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:52:06

76285-0005 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN		1598490 ONTARIO LIMITED		C
AT3206944	2012/12/28	CONDO DECLARATION		\$1. 1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008			VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:52:47

76285-0006 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI1497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12..

ESTATE/QUALIFIER:

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TS94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSON RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:52:47

76285-0006 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:53:12

76285-0007 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS

OWNERS' NAMES: CAPACITY SHARE
1598490 ONTARIO LIMITED BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:53:12

76285-0007 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PIN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:54:18

76285-0008 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; SUBJECT TO AN EASEMENT AS IN AT3241184; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/JURATIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:54:18

76285-0008 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/29	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3241184	2013/02/21	TRANSFER EASEMENT	\$1	1598490 ONTARIO LIMITED	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:54:39

76285-0009 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI1497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; SUBJECT TO AN EASEMENT AS IN AT3241184; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

CAPACITY SHARE

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:54:39

76285-0009 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3241184	2013/02/21	TRANSFER EASEMENT	\$1	1598490 ONTARIO LIMITED	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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



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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 10:57:04

76285-0010 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204150	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KEYAN123
ON 2013/05/09 AT 10:57:04

76285-0010 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/96 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:03:42

76285-0011 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2205 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

CAPACITY SHARE

LT ABSOLUTE PLUS

BENO

OWNERS' NAMES

1598490 ONTARIO LIMITED

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:03:42

76285-0011 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847, AT2978008						
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C
REMARKS: BY-LAW NO. 1						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:04:47

76285-0012 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2385 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; SUBJECT TO AN EASEMENT AS IN AT3241184; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES
1598490 ONTARIO LIMITED

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE
BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TF94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123

ON 2013/05/09 AT 11:04:47

76285-0012 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3241184	2013/02/21	TRANSFER EASEMENT	\$1	1598490 ONTARIO LIMITED	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

76285-0013 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:05:41

PROPERTY DESCRIPTION:

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS

CONDOMINIUM FROM 10198-0575

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:05:41

76285-0013 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:08:17

76285-0014 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2385 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

PIN CREATION DATE:

2013/01/14

REG. NBR.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:08:17

76285-0014 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:08:41

76285-0015 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497,
NY770229 PLAN 110311; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 10198-0575

OWNERS' NAMES

1598490 ONTARIO LIMITED

CAPACITY SHARE

BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 110311						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$9,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:08:41

76285-0015 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/93 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYEN123
ON 2013/05/09 AT 11:09:13

76285-0016 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:
CONDOMINIUM FROM 10198-0575

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1579/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/19	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED		C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:09:13

76285-0016 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCF2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:11:32

76285-0017 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS

OWNERS' NAMES: CAPACITY SHARE
1598490 ONTARIO LIMITED BMO

* PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:11:32

76285-0017 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				
AT3205944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2
PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:12:14

76285-0018 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FER SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDEFINITE PERIOD						
AT1999559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:12:14

76285-0018 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:12:36

76285-0019 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS

CONDOMINIUM FROM 10198-0575

OWNERS' NAMES:

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
64B41497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:12:36

76285-0019 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3205944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:12:59

76285-0020 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

CONDOMINIUM FROM 10198-0575

PIN CREATION DATE:

2013/01/14

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:12:59

76285-0020 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C
REMARKS: AT2835847, AT2978008						
REMARKS: BY-LAW NO. 1						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYANI23
ON 2013/05/09 AT 11:13:23

76285-0021 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575.

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TS94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:13:23

76285-0021 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHND
TCR2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:14:22

76285-0022 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES
1598490 ONTARIO LIMITED

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE
BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TF94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:14:22

76285-0022 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:14:45

76285-0023 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2295 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER: RECENTLY:
FEE SIMPLE CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS CAPACITY SHARE
OWNERS' NAMES: BENO
1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:14:45

76285-0023 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:16:10

76285-0024 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2385 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NX770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NX770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:16:10

76285-0024 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHXD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:16:45

76285-0025 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:16:45

76285-0025 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHMD
TC22285	2012/12/28	STANDARD CONDO PLN				C
AT1206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT1219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT1247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C
		REMARKS: AT2835347, AT2978008				
		REMARKS: BY-LAW NO. 1				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:17:09

76285-0026 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497.
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:17:09

76285-0026 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN		1598490 ONTARIO LIMITED		C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

76285-0027 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:17:33

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY.

FEE SIMPLE

CONDOMINIUM FROM 10198-0575

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

EIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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76285-0027 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:18:08

76285-0028 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:

FEE SIMPLE
LT ABSOLUTE PLUS

CONDOMINIUM FROM 10198-0575

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TS94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:18:08

76285-0028 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				
AT3205944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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



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OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:18:37

76285-0029 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN H41497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

CAPACITY SHARE

BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

RECENTLY:

CONDOMINIUM FROM 10198-0575

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGM.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$650,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:18:37

76285-0029 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/38		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

REMARKS: BY-LAW NO. 1

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:19:10

76285-0030 (LFT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES
1598490 ONTARIO LIMITED

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE
BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDEFINITE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSIGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR K5yan123
ON 2013/05/09 AT 11:19:10

76285-0030 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2976008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:19:55

76285-0031 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 5, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROWA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:19:55

76285-0031 (L/T)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:20:30

76285-0032 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT				PARAGRAPHS 3 AND 14 AND *		
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:20:30

76285-0032 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

REMARKS: BY-LAW NO. 1

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:20:56

76285-0033 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497.
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/31	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:20:56

76285-0033 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR MYAN123
ON 2013/05/09 AT 11:21:23

76285-0034 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

1598490 ONTARIO LIMITED

BENO

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2459855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYEN123
ON 2013/05/09 AT 11:21:23

76205-0034 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:21:46

76285-0035 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835647						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:21:46

76285-0035 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:22:10

76285-0036 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
HENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:22:10

76285-0036 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:22:37

76285-0037 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN B41497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED
CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:22:37

76285-0037 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT13206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT13219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978608	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/96 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:23:43

76285-0038 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

EIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEVAN123
ON 2013/05/09 AT 11:23:43

76285-0038 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:26:29

76285-0039 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:

2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRyan123
ON 2013/05/09 AT 11:26:29

76285-0039 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

REMARKS: BY-LAW NO. 1

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:28:17

76285-0040 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

1598490 ONTARIO LIMITED

RECENTLY:

CONDOMINIUM FROM 10198-0575

CAPACITY SHARE

BENO

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
54BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:28:17

76285-0040 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:28:49

75285-0041 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 5, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN B41497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

PIN CREATION DATE:
2013/01/14

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:28:49

76285-0041 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

76285-0042 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:29:10

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN B41497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR K5yan123
ON 2013/05/09 AT 11:29:10

76285-0042 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128 REMARKS: AT2835847, AT2978008	2013/01/18 NOTICE		\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950 REMARKS: BY-LAW NO. 1	2013/03/01 CONDO BYLAW/98			TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:31:21

76285-0043 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACILUX SHARE
BENO

1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSON RENT GEN		1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835647						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:31:21

76285-0043 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2635647, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:32:16

76285-0044 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION: UNIT 3, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORRAINE AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 10198-0575

OWNERS' NAMES
1598490 ONTARIO LIMITED

CAPACITY SHARE
BENO

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REG.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:32:16

76285-0044 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:32:46

76285-0045 (LIT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 4, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

PIN CREATION DATE:
2013/01/14

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
IT94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED		C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:32:46

76285-0045 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO FLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KEYAN123
ON 2013/05/09 AT 11:33:10

74285-0046 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION

UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 110311; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO
1598490 ONTARIO LIMITED

PIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHENTS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDRIES ACT				C
REMARKS: RE: NY770229/PLAN 110311						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO		C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	ROGERS CABLE COMMUNICATIONS INC.	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:33:10

76285-0046 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLAN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

REMARKS: BY-LAW NO. 1

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:33:34

76285-0047 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAIN AVENUE IS CONFIRMED BY PLAN BAI497,
NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006/12/12.

ESTATE/QUALIFIER:

RECENTLY:
CONDOMINIUM FROM 10198-0575

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

1598490 ONTARIO LIMITED

EIN CREATION DATE:
2013/01/14

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
64BA1497	1979/10/24	PLAN BOUNDARIES ACT				C
REMARKS: RE: NY770229/PLAN 11031						
CORRECTIONS: 'DATE OF REGN.' CHANGED FROM '1979/10/07' TO '1979/10/24' ON 1999/03/01 BY ROMA NUTLEY.						
TR94451	2002/07/19	AGREEMENT		CITY OF TORONTO	1121444 ONTARIO LIMITED	C
AT1774568	2008/05/07	NOTICE	\$2	CITY OF TORONTO	1598490 ONTARIO LIMITED	C
REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD						
AT1899559	2008/09/18	NOTICE		CITY OF TORONTO	ROGERS CABLE COMMUNICATIONS INC.	C
AT2458855	2010/07/27	TRANSFER EASEMENT	\$2	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835630	2011/10/07	CHARGE	\$8,352,000	1598490 ONTARIO LIMITED	THE EQUITABLE TRUST COMPANY	C
AT2835631	2011/10/07	NO ASSGN RENT GEN		1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835630.						
AT2835847	2011/10/07	CHARGE	\$660,000	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT2978008	2012/03/29	NOTICE	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
REMARKS: AT2835847						
AT3204190	2012/12/21	NOTICE	\$2	CITY OF TORONTO		C
REMARKS: AT1774568						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
PREPARED FOR KRYAN123
ON 2013/05/09 AT 11:33:34

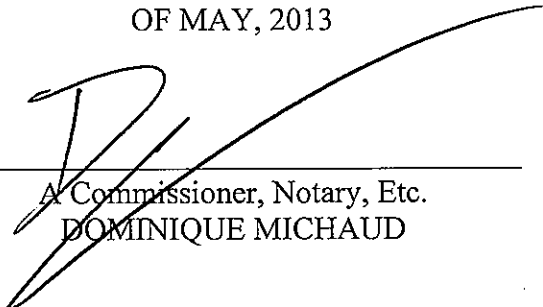
76285-0047 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
TCP2285	2012/12/28	STANDARD CONDO PLN				C
AT3206944	2012/12/28	CONDO DECLARATION		1598490 ONTARIO LIMITED		C
AT3219128	2013/01/18	NOTICE REMARKS: AT2835847, AT2978008	\$1	1598490 ONTARIO LIMITED	VECTOR FINANCIAL SERVICES LIMITED	C
AT3247950	2013/03/01	CONDO BYLAW/98 REMARKS: BY-LAW NO. 1		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2285		C

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

THIS IS **EXHIBIT "E"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

GUARANTEE AND POSTPONEMENT OF CLAIM

To: THE EQUITABLE TRUST COMPANY
(the "Lender")

WHEREAS 1598490 Ontario Limited (the "Borrower") is the registered owner of an interest in those lands and premises legally described in Schedule "A" attached hereto located at 3443 Bathurst Street, Toronto, Ontario (the "Property");

AND WHEREAS the Borrower and Chaim Bialostozky (the "Covenantor") entered into a Commitment Letter dated July 22, 2011 (the "Commitment") issued by Trez Capital Corporation on behalf of the Lender, wherein the Lender agreed to loan the principal sum of \$8,352,000.00 on the terms and conditions set out in the Commitment (the "Loan");

AND WHEREAS as security for the Loan, the Borrower has agreed to grant and deliver to the Lender, amongst other things, a first Charge/Mortgage on the Property, securing the Loan together with interest and all costs provided for in the Commitment (the "Charge");

AND WHEREAS the Lender, in consideration for and as a condition of proceeding with the Loan, pursuant to the terms of the Commitment, required the Covenantor to provide his unlimited guarantee in respect of the repayment of all monies secured by the Charge;

AND WHEREAS this Guarantee and Postponement of Claim is being provided by the Covenantor in accordance with the terms of the Commitment;

NOW THEREFORE WITNESSETH in consideration of the sum of Two Dollars (\$2.00) now paid by the Lender to the undersigned (the receipt and sufficiency of which is hereby acknowledged) and the Lender advancing the principal money secured or any part thereof by the Charge to the Borrower on the terms and conditions set out in the Commitment and pursuant to the Charge, the said Covenantor hereby irrevocably, absolutely and unconditionally, as principal debtor and not as surety, guarantee to the Lender the due and punctual payment by the Borrower of all principal monies, interest and any other monies which may now or hereafter become due and owing under the terms of the Charge and the observance and performance by the Borrower of all of the covenants and obligations contained therein and the said Covenantor for himself, his executors, administrators, successors and assigns covenants with the Lender that if the Borrower shall at any time make default in the punctual payment of any monies payable under the Charge or fail to observe and perform any of the covenants and obligations contained therein or in the Commitment, he will pay all such monies to the Lender or perform any of the covenants and obligations of the Borrower forthwith after demand having been made in accordance with the notice provisions contained herein and agrees to indemnify the Lender against all losses, damages, costs, charges and expenses the Lender may at any time or from time to time suffer, incur or become liable of in connection with resulting from or occasioned by any breach by the Borrower of any provisions contained in the Charge. The Covenantor's liability hereunder shall bear interest from the date of such demand at the rate of interest set out in the Charge.

The Covenantor further acknowledges and agrees with the Lender as follows:

1. The Lender may grant time, renewals, extensions, indulgences, releases and discharge or take additional security from and give up the same in any or all of the security it is receiving from the Borrower, abstain from taking any enforcement proceedings it may be entitled to and otherwise deal with the Borrower and others as the Lender may see fit, including entering into any renewal agreements, extension agreements, amending agreements or dealing with the Charge in any other manner, and may apply all monies at any time received from the Borrower or others upon such part of the obligation of the Borrower as the Lender deems best and change any such application in whole or in part, without in any way limiting or lessening the liabilities of the Covenantor to the Lender.
2. The Lender shall not be bound to exhaust its recourse against the Property, the Borrower or other covenantor/guarantor or to value the security under the Charge or any collateral security before requiring or being entitled to payment from the Covenantor. Provided it is understood and agreed any funds payable pursuant to this covenant to the Lender shall be applied by the Lender upon receipt of such funds to amounts due and payable under the Charge.

3. No change or extension of time or other indulgence or release of the Borrower or anyone claiming through the Borrower, either before or after demand or claim against the Covenantor or any arrangement or other dealing by the Lender with the Borrower or any other person, either before or after demand or claim against the Covenantor, or the bankruptcy or insolvency of the Borrower, or the release, exchange, acceptance or failure to perfect by the Lender of any security, either before or after demand or claim against the Covenantor, shall in any way release, waive, vary, affect or prejudice the rights of the Borrower against the Covenantor, notwithstanding the Lender may not give notice thereof to the Covenantor and the Covenantor hereby waives, to the maximum extent permitted by law, any requirement of notice, demand or prior action against the Borrower or any other security and hereby renounces all benefits of discussions and division.
4. All indebtedness and liability, present and future, of the Borrower to the Covenantor as well as any indebtedness or liability for amounts advanced by the Covenantor on behalf of any other covenantor or guarantor of the Charge are hereby assigned to the Lender and postponed to the obligations contained in the Charge, and after the occurrence and during the continuance of any material default pursuant to the terms of the Commitment, and pursuant to the terms of any other charges or mortgages that are currently or in the future may be registered on title to the Property or relating to any other obligations including, but not limited to, the payment of realty taxes, goods and services tax and workmen's compensation premiums in respect of the Property, all monies received by the Covenantor in respect thereof shall be received in trust for the Lender and shall be paid over to the Lender upon demand without in any way limiting or lessening the obligations imposed on the Covenantor and this assignment and postponement shall remain in full effect until repayment in full to the Lender of all amounts secured by the Charge. At all other times, the Covenantor shall be entitled to receipt of all other amounts payable to the Covenantor from the Borrower from time to time. The Covenantor acknowledges the assignment to the Lender shall not impose upon the Lender any obligation to do anything to realize on the assigned debts and claims or to ensure those debts or claims do not become statute barred by the operation of law relating to limitation of actions or otherwise.
5. The Covenantor shall have no right to be subrogated to the rights of the Lender until all liabilities and obligations of the Borrower and the Covenantor to the Lender have been satisfied in full in respect of the Charge.
6. The covenants of the Covenantor shall continue for the full term of the Charge and any renewal thereof unless a release in writing has been authorized by the Lender and shall be binding upon the heirs, executors, administrators, successors and assigns of the Covenantor.
7. The Covenantor agrees to make payment to the Lender forthwith after demand for payment is made in writing.
8. The Covenantor acknowledges that if for any reason the Borrower has no legal existence and is or becomes under no legal obligation to discharge the monies secured by the Charge or if any monies owing by the Borrower to the Lender become irrecoverable from the Borrower by operation of law or for any reason whatsoever, this covenant and the covenants, agreements and obligations of the Covenantor contained herein shall nevertheless be binding upon the Covenantor as principal debtor until such time as all monies owing by the Borrower to the Lender under the Charge have been paid in full and the liabilities secured thereby have been discharged.
9. This covenant shall be in addition to and not in substitution for any other guarantees or other securities which the Lender may now or hereafter hold in respect of the monies secured by the Charge and the Lender shall be under no obligation to marshal in favour of the Covenantor any other covenants or other securities or any monies or other assets which the Lender may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other covenants or other securities the Lender may now or hereafter hold in respect of the monies secured by the Charge.
10. The statement in writing of the Lender of the monies owing by the Borrower to the Lender or of any other default under this Charge shall be binding upon the Covenantor and conclusive against it unless an error has been made and all right to question in any way the Lender's present or future method of dealing with the Borrower or any dealing with any person or persons now or hereafter liable to the Lender for the monies hereby secured or

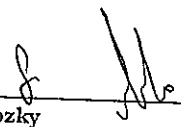
any part thereof or with any security now or hereafter held by the Lender or with any goods or property covered by such security is hereby waived.

The Covenantor agrees that the Lender shall not be obliged to make any demand upon, or take any proceedings, or action against the Borrower or any other person before pursuing its rights against the Covenantor pursuant hereto. In the event the Lender in its absolute discretion makes demand upon the Covenantor, the Covenantor shall be held and be bound to the Lender directly as principal debtor in respect of the payment of the amounts hereby guaranteed. Demand for payment shall be deemed to have been effectively made upon the Covenantor if and when an envelope containing such demand addressed to the Covenantor, at the address of the Covenantor last known to the Lender, is posted, postage prepaid, in the post office. All payments hereunder shall be made to the Lender c/o Trez. Capital Corporation, 1185 West Georgia Street, Suite 1550, Vancouver, BC V6E 4E6.

11. The covenants herein may be assigned by the Lender and shall remain in full force and effect notwithstanding any change in the ownership or control of this Charge; provided, however, that there shall be no cost whatsoever to the Covenantor and the Borrower for such assignment by the Lender. In the event of the foregoing the Lender agrees to use its best efforts to ensure notice of the transfer or assignment of the Charge and this covenant is provided, but failure to provide such notice shall not in any way invalidate or terminate the Covenantor's obligations herein.
12. The Covenantor hereby further covenants and agrees in addition to any liability imposed upon the Covenantor in respect of all amounts due and payable under the Charge in respect of the Loan, including any interest due thereunder, any reasonable costs related to the recovering of same by the Lender, the Covenantor shall, in addition to the foregoing, shall be jointly and severally liable for and fully indemnify the Lender, its officers, directors and employees for any and all reasonable costs, expenses, damages or liabilities (including legal fees on a substantial indemnity basis and any reasonable environmental remediation costs) incurred by the Lender, directly or indirectly, arising out of or attributable to the non-compliance of the Borrower or its tenants, employees or agents with the environmental obligations imposed under the Charge, which the Covenantor acknowledges having reviewed, together with all such costs, expenses, damages or liabilities which the Covenantor acknowledges shall be secured under the Charge and all such liabilities and indemnities shall survive the repayment of the Loan, foreclosure upon the Charge and/or any other extinguishment of the obligations of the Borrower and Covenantor and any other exercise by the Lender of any remedies available to it against the Borrower and Covenantor.
13. Prior to executing this Guarantee and Postponement of Claim, the Covenantor confirms and acknowledges being provided with true copies of all documentation provided by the Borrower to the Lender in respect of the Loan and the Charge including, without limiting the generality of the foregoing, the Commitment, the Charge and Standard Charge Terms No. 200033, and the Covenantor confirms they have had the meaning and import of the terms and provisions of these documents explained to him and also had an opportunity to seek independent legal advice separate and apart from the Borrower. The Covenantor further confirms that the Covenantor is fully aware of the nature and effect of this Guarantee and Postponement of Claim and the obligations which arise hereunder in respect of the Charge and their liabilities and rights hereunder and have entered into this Guarantee and Postponement of Claim of its own volition and without fear, threats, compulsion, influence or pressure from the Borrower or any other covenantor in respect of the Loan.
14. This instrument covers all agreements between the parties hereto relative to this Guarantee and Postponement of Claim, and none of the parties shall be bound by any representation, warranty or promise made by any person relative thereto which is not embodied herein.
15. This Guarantee and Postponement of Claim shall extend to and enure to the benefit of the Lender and its successors and assigns, and every reference herein to the Covenantor is a reference to and shall be construed as including the undersigned and its administrators, legal representatives, successors and assigns of the undersigned to and upon all of whom this Guarantee and Postponement of Claim shall extend and be binding.
16. This Guarantee and Postponement of Claim shall be governed by the laws of the Province of Ontario.

17. This Guarantee and Postponement of Claim may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

THE UNDERSIGNED HEREBY executes and delivers this Guarantee and Postponement of Claim as of the 23 day of September, 2011.



Chaim Bialostozky

Address for Service:

123 Bannockburn Avenue
Toronto, Ontario
M5M 2N2

SCHEDULE "A"LEGAL DESCRIPTIONPIN 10198-0575 (LT)

PART OF LOTS 93 AND 94, PLAN 2370, CITY OF TORONTO, DESIGNATED AS PART 1
ON PL 66R-22815. STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN
BA1497, NY770229 PLAN 11031 SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS
CABLE COMMUNICATIONS INC. AS IN AT2458855

municipally known as 3443 Bathurst Street, Toronto, Ontario

THIS IS **EXHIBIT "F"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD



173

July 22, 2011

1598490 Ontario Limited
c/o Murray & Company Limited
502 - 40 University Ave
Toronto Ontario
M5J 1S3

Attention: Mr. Bob Lynch

Dear Sir:

RE: First mortgage financing in the amount of \$8,352,000 to be secured by 23 residential condominium units located at 3443 Bathurst St, Toronto, ON (the "Subject Property"). [Deloraine Residences Loan #: 922/11 TO]

We are pleased to advise that we have approved a first mortgage loan (the "Loan") to 1598490 Ontario Limited (the "Borrower") which shall be secured by a first mortgage charge (the "Mortgage") on the Subject Property on the terms described in this commitment letter (the "Commitment Letter"), which upon execution by the Borrower, Guarantor and Lender shall constitute an agreement which shall bind the Borrower and Guarantor with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

LOAN TERMS

1. Lender Trez Capital Corporation or its nominee.
2. Borrower 1598490 Ontario Limited
3. Loan Amount \$8,352,000
4. Term 13 months commencing from the Interest Adjustment Date.
5. Guarantor The unlimited guarantee of Chairn Bialostozky (the "Guarantor") shall be provided for the full Loan Amount outstanding from time to time. The guarantee shall include, but not be limited to:
 - (i) Completion of the Subject Property to the satisfaction of the Lender;
 - (ii) The settlement of all liens registered from time to time against the Subject Property; and
 - (iii) The injection of sufficient additional equity in the Subject Property if, at the Lender's sole discretion, a cost-overrun has been incurred.
6. Subject Property 23 residential condominium units and their respective exclusive use of underground parking stalls and storage lockers located at 3443 Bathurst St, Toronto, ON.

Lacking reasonably *ch. BH*

proposed BH *ARE PROPOSED TO BE NUMBERED AS SET OUT.*

The 23 condominium unit suite numbers as set out in Schedule B are: 101, 102, 103, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504, and 601 *AND ARE TO INCLUDE COMMON AREAS.* *BH ch*

(collectively the "Subject Property") *BH ch*

7. **Purpose & Use** The Loan shall be used to discharge existing financing, complete the construction of the Subject Property and market the units for sale and shall at all times be used for this said purpose and for no other purpose, without the prior written consent of the Lender.
8. **Expiry of Loan Offer** It is a condition of this Commitment Letter that if the Security (as hereinafter defined) is not registered and in place, and the Initial Advance (as hereinafter defined) has not occurred on or before **September 30, 2011**, the Lender shall no longer have any obligation to advance any funds to the Borrower pursuant to the terms of this Commitment Letter. All other terms and conditions of this Commitment Letter shall remain in full force and effect.
9. **Interest Adjustment Date** Shall be the 1st day of the month immediately following the advance of funds, or such other date as shall be determined by the Lender.
10. **Interest Rate** Interest shall be charged at the greater of ~~9.0%~~ ^{8.5%} per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgment) equal to the rate established by the HSBC from time to time as HSBC prime lending rate for Canadian Dollar Loans ("Prime Rate") plus ~~four per cent (4.0%)~~ ^{5.5%} on the outstanding balance of the principal sum owing from time to time for the first twelve months of the Term and 25.0% per annum thereafter. Interest shall be calculated daily and compounded and payable monthly. Overdue interest shall bear interest at the same rate as principal.
- Such interest rate shall be set with respect to amounts advanced on the day of each advance and thereafter monthly on the first day of each month. Interest shall be calculated daily on the daily balance outstanding from time to time, before as well as after maturity, default or judgment, from the date of each advance. Such Interest Rate shall be determined upon the basis of a three hundred and sixty-five (365) day year, shall be calculated in accordance with the Lender's usual practice (as to times and methods of calculation) and shall be adjusted automatically without notice to the Borrower.
- All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. All interest payable hereunder bears interest from the date of advance of any portion of the Loan to the Lender's solicitor, whether or not such advance of the Loan is released to the Borrower or the Borrower's solicitor.
11. **Amortization** n/a. Interest only.
12. **Interest Budget** \$450,000. The interest budget (the "Interest Budget") represents the maximum amount of interest that the Lender will allow to accrue on the principal Loan Amount outstanding. If at any time during the Term the accrued interest exceeds the Interest Budget, the Borrower must pay the overage to the Lender on the next Monthly Payment (as hereinafter defined). The registered Loan Amount will include the principal amount advanced, as well as the Interest Budget.

13. Monthly Payments

Monthly mortgage payments (the "Monthly Payments") shall be computed in accordance with the Interest Rate and Amortization sections above and will be due and payable on the 1st day of each and every month following the Interest Adjustment Date.

Monthly Payments shall be advanced from the Interest Budget. Interest from the date of first Advance until the Interest Adjustment Date shall be deducted from the first Advance or, at the option of the Lender, may be advanced from Interest Budget. Each month, during the term hereof, the Lender shall advance the Monthly Payments due until the Interest Budget is exhausted and thereafter the Borrower shall be required to make the Monthly Payments from its own resources.

~~Monthly Payments shall be paid from the Borrower's own resources.~~ *dk*

14. Commitment Fee

\$84,000 (calculated as approximately 1.0% of the Loan Amount per annum). The Commitment Fee shall be deemed to be fully earned upon acceptance of this Commitment Letter, and payable on the earlier of the date of Initial Advance (as hereinafter defined) and the date of expiry of this Commitment Letter.

15. Broker's Fee

\$63,000 (calculated as approximately 0.75% of the Loan Amount) to be deducted from the Initial Advance (as hereinafter defined) under the Loan and paid to Murray & Company Limited.

16. Deposit

A non-refundable deposit in the amount of \$16,000 has been received by the Lender and a further non-refundable deposit in the amount of \$10,000 is due and payable to the Lender.

The \$16,000 deposit received is non-refundable upon the issuance of a Commitment Letter by the Lender, regardless of whether the Borrower accepts the Commitment Letter and the deposit, less any expenses incurred during the due diligence process, shall be applied towards the Commitment Fee.

The \$10,000 deposit payable to the Lender is non-refundable upon acceptance of this Commitment Letter by the Borrower and Lender. Upon acceptance, the \$10,000 deposit less any expenses incurred during the due diligence process shall be applied towards the Commitment Fee.

~~17. Prepayment~~

~~The Borrower, not being in default of the Loan, may at any time repay the whole of the Loan Amount together with all interest to date of such prepayment plus costs and other charges accrued to the date of payment, up to and including the date of such payment. The Borrower must provide the Lender no less than 30 days written notice, which notice must contain evidence, satisfactory to the Lender, of the source of funds to be used for repayment and must contain a date certain for the repayment ("Date Certain"), repay the whole of the obligations hereby secured hereunder to the Date Certain. Should the repayment be delayed past the Date Certain, a new minimum 30 day written notice must be provided as set out herein. If prepayment occurs prior to the Date Certain, interest must be paid to Date Certain. The Date Certain must be a business day that banks in the Province of British Columbia are open for business.~~ *dk*

18. Partial Discharges

The Lender shall provide a partial discharge of the security for the Loan only upon receipt of 100% of the Net Sale Proceeds. Net Sale Proceeds shall be defined as the gross sale price less real estate commissions, legal fees and closing costs, but explicitly exclusive of GST/HST, which collectively shall not exceed 5% of the gross sale price less any amounts payable to prior mortgagees, as listed in Warranties and Representation section below, if any. In order to comply with the foregoing discharge parameters, a sales price list for each condominiumized unit comprising the Subject Property is to be agreed to by the Borrower and Lender, and no sale can take place at less than 95% of the agreed-upon price as illustrated in Schedule B without the Lender's written consent.

19. Additional Fees

Administration Fee: There shall be an administration fee (the "Administration Fee") of \$250 for each land title document, certificate, confirmation, returned cheque, settlement (other than a payout statement or balance confirmation issued to the Borrower), or similar document required to be issued or executed by the Lender at the Borrower request.

Partial Discharge Fee: Should there be partial discharges permitted by the Lender, there shall be a partial discharge fee (the "Partial Discharge Fee") of \$250 for each partial discharge requested. The Partial Discharge Fee shall be instead of the Administration Fee, and not in addition to it.

Inspection Fee: After the initial site visit, there shall be an inspection fee (the "Inspection Fee") of \$750 for each inspection of the Subject Property done by the Lender. The Inspection Fee shall be in addition to any out of pocket expenses associated with the inspection. The Lender may inspect the Subject Property from time to time and prior to any construction advance.

Processing Fee: There shall be a processing fee (the "Processing Fee") of \$500 for each Construction Advance (as herein after defined), as well as the Final Advance, or for any advance which is less than the minimum amount set out within the Funding section below.

20. Sources & Uses

Source		Use	
Borrower's Cash Equity	\$3,681,871	Work in Place	\$3,681,871
Trez Loan	\$8,352,000	Discharge Laurentian Bank	\$3,484,802
		Discharge Vector Financial	1,600,000
		Broker Fee @ 0.75%	63,000
		Commitment Fee @ 1.0%	84,000
		Repay White Gate Financial (after 5 presales)	1,000,000
		Cost to Complete	1,670,198
		Interest Budget	450,000
Total	\$12,033,871	Total	\$12,033,871

21. Security

The Loan shall be secured by the following (collectively, the "Security"):

- An \$8,352,000 real property mortgage creating a charge in first priority over the Subject Property.
- A guarantee and postponement of claims from the Guarantor, in form and content satisfactory to Trez Capital Corporation and its solicitors.

- c) An assignment of rents, leases, contracts, licenses and offers to purchase on the Subject Property, in first priority.
- d) A pledge of shares of the Borrower in favour of the Lender.
- e) Statutory declaration confirming that the Borrower has a minimum of \$3,681,871 of cash equity invested in the Subject Property, with such equity to stay in place throughout the term of the Loan.
- f) A general security agreement over all the site-specific present and after-acquired personal property of the Borrower related to the Subject Property in first priority.
- g) A full Lender's policy of title insurance underwritten by a company satisfactory to the Lender in its sole, unfettered and absolute discretion.
- h) A hazardous substance indemnity on the Subject Property.
- i) A specific assignment of all the Borrower's right, title and interest in, to and under, all material contracts affecting, or with respect to, the Subject Property as required by the Lender, including without limitation all building and construction contracts, plans, permits, refundable cash deposits and/or letters of credit to the City of Toronto and other authorities, presale deposits, and insurance policies with respect to the Subject Property, with all necessary consents of the other parties thereto. The specific assignment is to include but not be limited to all letter of credit facilities funded by Laurentian Bank.
- j) Acknowledgement of the status and terms of any contracts affecting, or with respect to, the Subject Property, including without limitation, any pertaining to ownership, insurance, shared facilities, passageway agreements or other similar matters specifically, and without limitation, confirming the good standing of such contracts and the rights of the Lender under its Security.
- k) If registered title is held by a nominee or trustee, a Beneficial Owners Agreement by which all beneficial owners charge their respective beneficial interests in the Subject Property in favour of the Lender and authorize the nominee or trustee to execute all documentation as required pursuant to the Commitment Letter and agree to be bound thereby as if they executed same themselves, provided that any recourse against the beneficial owners pursuant to any covenants contained in such documents shall at all times be limited to the specific obligations as herein or in their guarantees set out and required of them.
- l) In the event that the security comprises a condominium, then if required by the Lender, an insurance trust agreement to adequately protect the Lender's security in the proceeds of insurance may be required.
- m) Such other security as the Lender or Lender's solicitor may deem necessary, acting reasonably.

**22. Conditions
Precedent to the
Disbursement of
Funds**

The conditions precedent, all of which must be satisfactory to the Lender in its sole and unfettered discretion, to the disbursement of the Initial Advance (as herein after defined) shall include, but not be limited to:

- a) Completion and registration of the Security, as required by the Lender.
- b) Completion of the Lender's due diligence all of which must be satisfactory to the Lender, in its sole, unfettered and absolute discretion. The due diligence requirements of the Lender shall include, but shall not be limited to the items set out in the remainder of this section. The Lender may require any additional information as it deems necessary, in its sole, unfettered and absolute discretion.

- c) Receipt of an appraisal report, no more than twelve (12) months old, valuing the Subject Property at no less than \$14,450,000 "as complete", with the inclusion of HST with a transmittal letter from the author of the report addressed to "Trez Capital Corporation or its nominee".
- d) Receipt of all required environmental reports for the Subject Property and a transmittal letter from the author of the report(s) addressed to "Trez Capital Corporation or its nominee" and disclosing the amount of liability insurance that the author carries.
- e) Receipt of any offers to purchase / purchase and sale contracts and an accounting of all presale deposits held in the Borrower's lawyer trust account, if any and their associated statement of adjustments for the Subject Property.
- f) Receipt of all leases, offers to lease or residential tenancy agreements for the Subject Property, if any.
- g) Receipt of architectural drawings, site plans, cross sections, floor layouts and building plans showing the gross square footage of the Subject Property as well as delineating any unit divisions or strata lots within the Subject Property along with net square footage for each such sub-unit.
- h) Satisfactory inspection of the Subject Property by the Lender.
- i) Receipt of a satisfactory certified survey for the Subject Property.
~~Receipt of a registered condominium plan for the Subject Property.~~
- j) ~~Receipt of a registered condominium plan for the Subject Property.~~
- k) The engagement of a professional quantity surveyor (the "Project Monitor"), Pelican Woodcliff Inc., to act on behalf of the Lender throughout the duration of the intended work on the Subject Property at the Borrower's expense. The Lender reserves the right to retain the Project Monitor to perform work at a level to be determined satisfactory by the Lender and to change the level of work required by the Project Monitor from time to time.
- l) Receipt of a report by the Project Monitor confirming that the development budget is sufficient to complete the Subject Property, the work completed to date, the total cash equity invested by the Borrower from its own monies is not less than \$3,681,871 at the Initial Advance (as herein after defined), any applicable holdbacks, the value of any change orders, the amount of the draw request, and the cost-to-complete for the Subject Property. The Report shall be accompanied with a transmittal letter from the author of the report addressed to "Trez Capital Corporation or its nominee" and disclosing the amount of liability insurance that the author carries.
- m) Receipt of a current engineer's report assessing and confirming the structural integrity of the Subject Property (including above and underground structures) and a transmittal letter from the author of the report addressed to "Trez Capital Corporation or its nominee".
- n) Receipt of the Borrower's detailed development budget and schedule, indicating individual costs per line item broken out on a monthly basis.
- o) Receipt and satisfactory review of all applicable permits including but not limited to development and building permits for the Subject Property.

- p) Receipt and satisfactory review of the Site Plan Control Agreement between the Borrower and the City of Toronto indicating approval for the proposed development and outlining all cash and/or letter of credit requirements with the associated release requirements.
- q) Receipt of satisfactory evidence from Tarrion Warranty Corporation that the Borrower, or related entity that will be constructing on the Subject Property, is a registered multi-family builder in the Province of Ontario and that all fees have been paid.
- r) Receipt and satisfactory review of the letter of credit requirements and associated release requirements with the City of Toronto or other relevant authorities.
- s) Receipt of a marketing brochure delineating all unit floor plans, list prices, unit numbers, unit type, useable area and a unit feature sheet per unit.
- t) Receipt and acceptance by the Lender of a signed and dated sales price list and presales summary including current and future anticipated deposits received. The sales price list and presales summary is to include the list price, sales price, date of sale, date of close, unit number, unit type, useable area, and a unit feature sheet.
- u) Receipt and satisfactory review of all presale contracts with the associated statement of adjustments for the Subject Property, if any.
- v) Written confirmation from the lawyer holding any presale deposits of the following information: unit number, date of contract, name of purchaser, purchase price, deposit received, and whether the contract is firm or conditional.
- w) Receipt of an executed realtor's listing agreement from PMA Brethour Realty Group.
- ~~x) Receipt of a registered condominium plan for the Subject Property.~~ 21 BK
- y) Receipt and satisfactory review of the exclusive use agreements for the Subject Property's respective interest in ~~underground~~ parking and storage lockers. J BK
- z) Copy of the current shareholder registry for the Borrower and any corporate Guarantors, signed and dated by the respective company's authorized signatory.
- aa) Receipt of certified financial statements from the Borrower and Guarantor. If an individual then a personal net worth statement, on the Trez Capital form, dated no more than four (4) months prior, is required, if a corporate entity then most recent financial statements is required. All statements, whether personal or corporate, must be accompanied by the most recent Notice of Assessment from Canada Revenue Agency. All Personal Net Worth Statements must include the individuals Social Insurance Number, Birth date and current address.
- bb) Receipt of the original commitment letters and confirmation addressed to the Lender of the outstanding balance of the respective mortgage and that the mortgage is in good standing for the Laurentian Bank first mortgage, the Vector Financial second mortgage, the Lombard Financial third mortgage and if available, the White Gate Financial unregistered loan.
- cc) A current payout statement for the Laurentian Bank and Vector Financial mortgage loans and a current outstanding balance of White Gate Financial loan.
- dd) Confirmation that all other mortgage loans, specifically but not limited to the Lombard Financial mortgage loan, that they will subordinate and allow for the partial discharge of security as set out in Section 18 of this Commitment Letter.

- ee) Receipt and satisfactory review of a side sharing profit agreement between the Borrower and Guarantor.
- ff) Receipt of Borrower ID forms, Third Party Declarations passport and any other required information by current Anti-Money Laundering legislation.
- gg) Title must be acceptable to the Lender and all security documents must be registered, the Lender's solicitor must provide a satisfactory report on registration of the Security, the Lender's solicitor must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the solicitor's opinion, could affect the security or priority of the Security, and all other terms and conditions of this Commitment Letter must be satisfied.
- hh) A Bring Down Certificate, signed by the Borrower and Guarantor, confirming that all representations and warranties set out in the Commitment Letter are true at the time of closing.
- ii) Confirmation that the Borrower is in compliance with each of the terms and conditions of this Commitment Letter. In the case of any advance, all conditions precedent pertaining to the advance must be performed no less than five business days prior to the scheduled date of the advance or the Lender shall be under no obligation to make the advance.
- jj) Confirmation that the Subject Property is in compliance with current zoning and that there are no outstanding work or fire orders, or that any such orders shall be paid from the proceeds of the Mortgage.
- kk) Confirmation that all property taxes owing on the Subject Property have been paid or will be paid from the proceeds of the Mortgage and the Borrower is registered in the appropriate monthly property tax payment program in the appropriate city.
- ll) Insurance of the Subject Property which has been reviewed and approved by the Lender's Insurance Consultant which insurance shall include the coverage set out in Schedule A, or as otherwise required by the Lender in consultation with its Insurance Consultant.
- mm) Such other reasonable requirements as may be deemed necessary by the Lender.

Conditions precedent to the disbursement of each subsequent Construction Advance (as herein after defined) shall include:

- a) A periodic report by the Project Monitor confirming that the development budget is sufficient to complete the Subject Property, the work completed to date, any applicable holdbacks, the value of any change orders, the amount of the draw request, and the cost-to-complete the Subject Property.
- b) Certification by the Project Monitor that there are no cost over runs, and that the requirements of the plans have been respected and that there is sufficient funds in the lien holdback account.
- c) Certification by the Lender confirming substantial completion of the common area no later than December 30, 2011. *OK ch*
- d) Receipt of 8 firm executed unconditional arms length presales no later than March 1, 2012, which sales must be approved by the Lender.

- the S* 4 BA
- e) Payout of the White Gate Financial loan will be provided by a Trez subsequent advance (the "Subsequent Advance") after substantial completion of the common area and after 5 firm executed unconditional arms length presales have been achieved receiving deposits of at least 20% to be held in trust by the Borrower's solicitor. ~~All~~ sales must be approved by the Lender. The funds set aside for repayment of the White Gate Financial loan is for a maximum of \$1,000,000.
 - f) Certification by our solicitor that there have been no liens registered against the Subject Property including a final report certifying that no other charges including liens have been registered against title.
 - g) Satisfactory inspections of the Subject Property by the Project Monitor and Lender when deemed necessary by the Lender.
 - h) Receipt of a schedule of refundable cash or letter of credit deposits payable to the City of Toronto or other authorities including anticipated release dates.
 - i) Receipt of an architect's certificate and/or engineer's certificate for the Subject Property confirming that the Subject is substantially complete and conforms in all respects to the plans and permits, *no later than December 30, 2011.*
 - j) Such other reasonable requirements as may be deemed necessary by the Lender.
- 4 BA*

Notwithstanding any other provision of this Commitment Letter, the Lender shall only advance funds to the extent that the remaining unfunded balance shall be sufficient to cover the remaining costs to complete the Subject Property.

23. Real Property Taxes

All property tax payments, utilities and like amounts due and owing in relation to the Subject Property, or any other taxes charged against the Subject Property, shall be paid prior to or coincide with the Advance. The Borrower shall make arrangements to have the taxes paid by monthly installments to the appropriate taxing authority in order to have them paid in full on their due date. The Borrower is to provide evidence of same to the Lender on a quarterly basis.

In the event of a default under the mortgage security, the Lender shall have the right to require the establishment of a tax reserve by way of monthly payments representing 1/12 of the estimated taxes payable. The Lender shall not be responsible for the payment of any tax arrears.

24. Statutory Declaration

The Lender shall receive a satisfactory statutory declaration from an officer or director of the Borrower as to the representations and warranties of the Borrower, whether contained in this Commitment Letter or in any of the Security, including: accuracy of financial statements and that there has been no material adverse change in the Borrower financial conditions or operations as reflected in the financial statements used to evaluate this credit; satisfactory title to the Subject Property charged by the Mortgage; power and authority to execute and deliver documents; accuracy of documents delivered and representations made to the Lender; no pending adverse claims; no outstanding judgments; no defaults under other agreements relating to the Subject Property; preservation of assets; payment of all taxes; no other consents, approvals or authorizations necessary in connection with documentation; compliance of the Subject Property with all laws; no other charges against the Subject Property except permitted encumbrances; all necessary services available to the Subject Property; and such other matters as the Lender or its solicitors may require.

25. Further Documents

Notwithstanding anything contained in this Commitment Letter, the Lender may request other documents containing such other assurances, information and covenants as our solicitors may require with regard to the Loan and Security.

26. Funding

All fundings shall require five (5) business days notice.

The Loan shall be funded in multiple advances indicated below.

\$5,231,802 Upon completion of all legal work in form and content satisfactory to the Lender and its solicitor and registration of all Security, including, but not limited to, a valid first mortgage (the "Initial Advance").

\$1,670,198 On progress draws, on a cost-to-complete basis, as supported by a Project Monitor's report, in amounts not less than \$50,000 with such advances not to occur more frequently than once per month, and such that at all times there remains sufficient funds to complete the Subject Property (the "Construction Advances").

\$1,000,000 Repayment for the White Gate Financial loan after substantial completion of the common area as supported by the Project Monitor's report and after 5 firm executed unconditional arms length presales have been achieved, receiving deposits of at least 20% held in trust, no later than March 1, 2012 (the "Subsequent Advance" as previously defined).

\$450,000 Monthly payments due will be accrued onto the Loan Amount outstanding (the "Interest Budget" as previously defined).

The Lender shall record the principal amount of each advance of the Loan and the payment of principal, interest and fees and all other amounts becoming due to the Lender under this agreement. The Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower for the Loan to the Lender pursuant to this agreement.

All fees that are payable to the Lender and expenses that are incurred by the Lender during the due diligence process shall be deducted from the Advance or the Deposit.

REPRESENTATIONS & WARRANTIES**27. The Borrower warrants and represents that:**

- a) **Description of Properties** The Subject Property consists of 23 residential condominiums located at 3443 Bathurst St, Toronto, ON. The specific breakdown for each unit is located in Schedule B.
- b) **Appraised Value** The Subject Property has been appraised for a value not less than \$14,450,000 "as complete" inclusive of HST by Korosh Shahbazi, AACI of Mackenzie Ray Heron & Edwardh, having an effective date of September 16, 2010.
- c) **Ownership** At the time of the Advance of the Loan, the legal and beneficial owner of the Subject Property will be 1598490 Ontario Limited.

- d) **Share Capital** The Borrower declares and represents that its authorized share capital is as follows:

Number of Shares	Class	Shareholder's Name

- e) **Priority of Financing**

The mortgages registered against the Subject Property as at the funding date will be as follows:

Rank	Lender	Amount
1 st Position	Trez Capital Corp or its nominee	\$8,352,000
2 nd Position	Lombard Financial	\$ 660,000
Total		\$9,012,000

- f) **Repayment**

This Loan will be repaid from the proceeds of any refinancing or sale of the Subject Property.

- g) **Financial**

All financial information provided by the Borrower and Guarantor to the Lender, including but not limited to, financial information provided in respect of the values and other matters pertaining to the Subject Property is true and accurate and may be relied upon by the Lender in executing this Commitment Letter and making the Loan.

- h) **Development Schedule & Budget**

Should the Borrower be required by the Lender to provide either a development schedule or a development budget, the Subject Property shall proceed in accordance with the said Lender approved development schedule and/or Lender approved development budget. The Borrower shall not permit the events set out in the approved development schedule to be delayed more than 45 days from the approved schedule date and shall, within 10 days of notice of any cost over-run above and beyond the approved budget amount, pay said cost over-run from its own resources.

Notwithstanding the above, should the Borrower fail to conclude the following events by the dates specified below (the "Milestones"), it shall be considered an event of default. The 45 day period set out above shall not apply to the Milestones.

- Substantial completion as determined by the Project Monitor and Lender of all common area no later than December 30th, 2011.
- Receipt of 8 firm executed unconditional arms length presales no later than March 1, 2012, which sales must be approved by the Lender.

- i) **Legal Compliance**

The Subject Property and the use and occupancy thereof, and revenues therefrom, are and shall be at the time of each disbursement, authorized and in accordance with all applicable legislation and there are, and shall be at the time of each disbursement, no work orders or liens outstanding against the Subject Property.

j) Hazardous Materials

The Borrower and Guarantor warrant and represent that to the best of their knowledge the Subject Property and existing prior uses comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation thereof (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

- (iv) The Subject Property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;
- (v) All hazardous substances used in connection with the business conducted on the Subject Property has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- (vi) No hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Subject Property as a result of the conduct of the business on the Subject Property; and
- (vii) No notices of any violation of any matters referred to above relating to the Subject Property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of this Commitment Letter, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to any applicable Environmental Laws. Further, the Borrower shall indemnify and save harmless the Lender from any loss or liability whatsoever arising from any violation whatsoever of any law, regulation, ordinance, judgment, appraisal or decision in connection with hazardous risks or environmental risks.

GENERAL CONDITIONS

28. Repayment of the Loan The Loan shall be repayable on demand by the Lender following the occurrence of an Event of Default, and shall in any event be repaid in full at the end of the Term of the Loan. Any payment of any amount due to the Lender hereunder or in the security documents must be received by the Lender at the Lender's address by 1:00pm Pacific Standard Time on a business day, failing which such payment will be deemed to be received on the next business day.

29. Management The Subject Property is to be managed at all times by a property manager acceptable to the Lender, and on terms acceptable to the Lender. A change in the property manager without the Lender's approval shall constitute an event of default.

30. Abandonment In the event of abandonment of the Subject Property for a period in excess of fifteen (15) consecutive days, the Lender shall be entitled, after giving the Borrower written notice of any abandonment and provided the Borrower fails to rectify same within ten (10) days after such notice has been given, to forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds as the case may be and in addition to declare any funds advanced to forthwith become due and payable plus interest, all at the Lender's option.

31. Liens

At all times, and in particular on each disbursement date, there shall have been full and complete compliance with all requirements of federal and provincial legislation which may give rise to a lien or other charge in priority to the Lender. The Lender may retain from any disbursement such amounts as it considers advisable to protect its interest from subordination under such legislation. The Borrower shall provide additional security, information and documentation as may be required by the Lender to preserve and ensure, in all respects, the absolute priority of the Mortgage over any rights of any existing or potential lien claimants. The Lender reserves the right to hold back additional amounts due to suppliers, contractors, government or other agencies, which may be due under the terms of any legislation giving rise to a claim of lien or other charge. Furthermore, the Lender shall have the right to make payments directly to suppliers, contractors, government or other agencies for the Borrower account as if advanced directly to the Borrower, as the Lender may deem necessary.

32. Environmental Concerns

At the time of any disbursement of the Loan, the Lender shall be satisfied that there are not in, on, under or about the Subject Property, or any part thereof, any contaminants, toxic, dangerous or hazardous substances (collectively, the "Dangerous Substances") including, without limitation, UFFI (Urea Formaldehyde Foam Insulation), asbestos fireproofing insulation, PCB's (Polychlorinated Biphenyl's) or radioactive materials and, to the best of the Borrower knowledge, neither the Subject Property, nor any adjacent lands, have ever been used as or for a waste disposal or coal gasification site, nor have they ever contained any underground storage tanks, and further, the use of the Subject Property has not involved, and will not involve, during the Term of the Loan, the handling of Dangerous Substances or will such use result in any environmental damage. In addition to any liability imposed on the Borrower and Guarantor under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantor shall be liable for any and all of the costs, expenses, damages or liabilities of the Lender, its Directors and Officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Subject Property of any hazardous or noxious substances and such liabilities shall survive foreclosure of the Security for the Loan and any other existing obligations of the Borrower and Guarantor to the Lender in respect of the Loan and any other exercise by the Lender of any remedies available to the Lender for any default of the Loan.

33. Restriction on Further Financing

The Borrower agrees not to enter into any further financing of the Subject Property and not to further encumber the Subject Property in any manner without the prior written approval of the Lender, which approval may be withheld in the Lender's sole discretion. The Borrower will provide evidence, satisfactory to the Lender, as to the source of the Borrower required equity in the Subject Property. The Borrower shall disclose to the Lender all existing or proposed financing related to the Subject Property or any Security used in connection therewith and shall not further pledge, charge or otherwise encumber its interest in the Subject Property, nor any of the Security used in connection with the Subject Property to any party other than the Lender, without the prior written consent of the Lender.

34. Sale

Except as provided in Partial Discharges section above, the Borrower shall not sell, assign, lease in its entirety or otherwise dispose of the legal ownership or title to the Subject Property, or its beneficial interest therein, or of the personal property related thereto or which is necessary to the use and operation of the Subject Property, without the prior written consent of the Lender. The Borrower shall not make any changes to the authorized share capital or allocation or ownership thereof, which would result in a change of voting control or beneficial ownership thereof without the prior written consent of the Lender.

35. Proceedings

The Borrower shall provide the Lender with evidence that it has taken all of the necessary corporate proceedings relating to the transactions contemplated herein.

36. Default

At the time of the disbursement of any part of the Loan, no default shall have occurred and be continuing, nor any state of affairs or event shall be existing which, with the passage of time or the giving of notice or both, would constitute a default hereunder or in the instruments evidencing or securing the Loan or incidental thereto and neither the Borrower or Guarantor shall be deceased or insolvent or be the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation, reorganization, liquidation, winding-up, dissolution, receivership or material litigation or continuation under the laws of any other jurisdiction. Any default under the Security shall be deemed to be a default hereunder.

37. Costs & Expenses

Whether or not the Loan is disbursed, and notwithstanding retention of the Commitment Fee by the Lender, all of the Lender's costs and expenses relating to the Loan, including legal costs and travel costs, in addition to any costs and expenses incurred by the Lender due to proceedings under the Bankruptcy and Insolvency Act relating to the Borrower, shall be borne in full by the Borrower. Such costs and expenses may be added to the then outstanding principal balance of the Mortgage and shall bear interest at the Interest Rate under the Mortgage. If requested by the Lender, the Borrower shall deposit with the Lender's solicitor an amount equal to the estimated fees and expenses of the Lender's solicitors prior to such solicitor commencing preparation of the Security.

In the event of the occurrence of an Event of Default, then the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee not to exceed \$6,000 for each month or part thereof for which the Borrower remains in default. This administration and management fee is intended to reimburse the Lender for time and trouble in the management and administration of the Security and the Subject Property. The said sum or sums are agreed to be a liquidated amount to cover the Lender's administration and management costs and are not intended nor shall be construed to be a penalty. All such sums payable to the Lender shall be a charge upon the Subject Property and shall bear interest at the Interest Rate until paid.

38. Marketing

From time to time, the Lender publishes advertisements or announcements of completed transactions. The advertisements or announcements include, but are not limited to, press releases, paid advertisements, internally displayed tombstones, investor brochures or information displayed on the internet or on the Lender's intranet. The Borrower and Guarantor consent to the publication of an advertisement or announcement of the transaction contemplated by this commitment letter. The Borrower and Guarantor agree to allow the Lender to photograph or utilize existing photographs or artistic renderings (for unfinished projects) of the Subject Property for possible use in internal or external marketing programs.

During the term of the loan, the Lender may require a sign to be erected on the Subject Property and maintained by the Borrower evidencing the financing of same. The design of the sign is to be approved by the Lender prior to being erected on the Subject Property.

**39. Syndication and
Inter-Lender
Creditor
Agreement**

This Commitment Letter and the funding of the Loan are subject to satisfactory syndication of the credit facility by the Lender in its sole and absolute discretion. This Commitment Letter and funding of the Loan are subject to execution of Inter-Lender and Priority Agreements by the participant(s) in this credit facility. The Borrower hereby acknowledges that participants in the Loan may be changed during the Term and the Borrower agrees to execute and provide at its expense, such documents as may be necessary to give effects to such changes.

**40. Further
Assurances**

The Borrower and Guarantor shall, at the Lender's request, execute or deliver such further documentation and enter into such other agreements as are necessary for the securing of the Loan and the fulfilling of the terms contained herein, and deliver such financial information concerning the Borrower as the Lender may require, and satisfy the terms and conditions herein to permit the disbursement of the entire Loan Amount.

**41. Financial
Information**

Until the repayment of the Loan, the Borrower shall provide the Lender, within 120 days after the end of each fiscal year of the Borrower or more often if requested by the Lender, a detailed financial statement of the Borrower including a separate income and expense statement for the Subject Property, an operating statement and an updated rent roll containing relevant lease terms for the Subject Property, all satisfactory to the Lender in form and content.

The financial statement is to be prepared by a chartered accountant licensed under the applicable legislation in the province where the Subject Property is located.

The Borrower and Guarantor authorize the Lender to obtain such financial information as the Lender may require. Specifically, the Borrower and Guarantor consent to the Lender obtaining credit reports from the appropriate credit reporting agencies and relying on these reports when making decisions regarding advances under this Loan.

**42. Information
Updates**

Until the repayment of the Loan, the Borrower shall supply the Lender with such updated information relating to any of the condition precedent requirements as the Lender may request from time to time. Such information shall be provided to the Lender within 14 days from the date of the Lender's request.

**43. Survival of
Commitment**

The terms, conditions, representations and warranties expressed herein shall continue in effect as long as any part of the Loan remains outstanding and shall bind the personal representatives, heirs, successors and assigns of the Lender and the Borrower, shall enure to the benefit of the successors and assigns of the Lender and the Borrower, and shall not merge on the execution or registration of the Security. In the event of conflict between this Commitment Letter and the Security delivered hereunder, the Lender shall determine which shall prevail.

- 44. Communication** All communications provided for hereunder shall be in writing, personally delivered or sent by prepaid first class mail or telecommunications, and if to the Lender addressed to the address above noted, to the attention of the President, and if to the Borrower to the address noted above. The date of receipt of any such communication shall be deemed to be the date of delivery, if delivered as aforesaid, or on the third business day following the date of mailing, as aforesaid. Any party hereto may change its address for service from time to time by notice in the manner herein provided. In the event of a postal disruption or an anticipated postal disruption, prepaid first class mail will not be an acceptable means of communication.
- 45. Governing Law** This Commitment Letter shall be governed by and constituted in accordance with the laws of the province in which the Subject Property is situated.
- 46. Waivers** Except as otherwise expressly provided herein, this Commitment Letter cannot be waived, changed, amended, discharged or terminated other than by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.
- 47. Other Agreements** This Commitment Letter, when accepted by the Borrower and Guarantor, will constitute the entire agreement and understanding between the parties hereto with respect to the Loan and supersedes all other prior agreements, understandings or commitments, oral or written. This Commitment Letter shall assume the accuracy of information previously supplied by the Borrower and will presuppose no material adverse change in the Borrower prior to any disbursement. Any approvals or consents required to be made or given by the Lender hereunder must be expressly given pursuant hereto and shall not be construed by the delivery or receipt of documents.
- 48. Time of the Essence** Time shall be of the essence in all respects herein.
- 49. Privacy Act Consent** With regard to any personal information that is provided during this application process, the Borrower and Guarantor consent to the collection, use, and disclosure of that information for the following purposes: to understand their financial status in order to approve the Loan; to meet regulatory requirements; to enable the Lender to manage and enforce the credit facility; to verify their identities. The Lender may from time to time give this personal information to credit bureaus and other financial institutions. The Lender may also share this personal information with anyone who works with or for the Lender or any individual or group investing in the Loan, and any other potential sources of business, but only as needed for the provision and enforcement of the credit facility requested.
- 50. Assignment, Sale or Syndication** Neither this Commitment Letter, nor any of the Loan proceeds, may be assigned by the Borrower, but this Commitment Letter and attendant Security may be assigned by the Lender without the consent of the Borrower. The Loan terms, representations and warranties herein contained shall enure to the benefit of each assignee of the Lender. The Lender shall have the right to assign, sell, syndicate or transfer all or any portion of the Loan, and as part of any such transaction, the Lender is hereby authorized to provide to prospective participants in such transactions all information received by the Lender regarding the Borrower and the Subject Property. This information will be held in strict confidence between the Lender and any prospective participant in the Loan.

51. Interpretation

- a) The headings of all provisions herein are inserted as a matter of convenience only and not to define the intent of this document. The necessary grammatical changes required to apply to the parties hereto shall be assumed as though expressed.
- b) "Business Day" means a day of the week, other than Saturday, Sunday or any other day which is a statutory or a municipal holiday in the municipality in which the Subject Property is situated.
- c) "Event of Default" shall mean the breach of any of the terms, conditions, representations or warranties contained in this Commitment Letter, as it pertains to both the Borrower and Guarantor.
- d) "Lender" shall mean Trez Capital Corporation or its nominee.
- e) "Person" includes any individual, partnership, joint venture, trust, unincorporated organization or any other association, corporation and government or any department or agency thereof.
- f) The words "hereto", "herein", "hereunder", "hereby", "Commitment Letter", "this agreement", and similar expressions used in this Commitment Letter, including the schedules attached hereto, mean or refer to this Commitment Letter and not to any particular provision, section or paragraph or other portion of this Commitment and include any instrument supplemental or ancillary hereto.
- g) The word "satisfactory" shall mean acceptable to the Lender in its absolute, sole and unfettered discretion.

52. Advance

Notwithstanding anything contained in this Commitment Letter, the advance of the Loan or any part thereof is subject to the Lender's sole, absolute, unfettered and unqualified discretion not to advance notwithstanding any and all steps taken by you or your legal counsel, including, without limitation, the registration of security documents.

53. Counterparts & Facsimile

This agreement may be executed in any number of counterparts and by facsimile, each of which when so executed is deemed to be an original and all of which together shall constitute one and the same agreement.

54. Professional Advisors

- a) **Solicitor:** The title report, security and all other documents relating to this financing and the processing of all legal steps with respect to advances of funds shall be prepared and carried out by Robert Cohen of the law firm of Blaney McMurty LLP, located at 1500 - 2 Queen St East, in the City of Toronto, Province of Ontario, M5C 3G5 (Telephone: 416-593-3908).
- b) **Insurance Consultant:** All insurance and bonding matters shall be reviewed and approved at the cost of the Borrower by Malcolm Aldridge of the consulting firm Intech Risk Management Inc., located at suite 400, 3 Church Street, in the City of Toronto, Province of Ontario (Telephone: 416-348-1353).
- c) **Project Monitor:** The preliminary report and monthly inspections certifying each monthly claim shall be prepared by Paul Tse of the consulting firm Pelican Woodcliff Inc., located at 208 - 7100 Woodbine Avenue, in the City of Markham, Province of Ontario, L3R 5J2 (Telephone: 905-477-4507), who shall act as the Project Monitor on behalf of the Lender.

The Lender reserves the right to appoint such other Solicitor, Project Monitor, or Insurance Consultant from time to time without the consent of the Borrower.

ACCEPTANCE

This Commitment Letter shall not become effective until the Borrower, Guarantor and Lender have signed it and a copy is returned to the Lender's office by no later than 12:00 noon Pacific Standard Time on July 25, 2011. The Borrower and Guarantor hereby acknowledge and agree to the terms and conditions of this Commitment Letter and authorize Trez Capital Corporation to instruct its solicitor to prepare the security documentation. The Borrower and Guarantor further acknowledge that the Deposit set forth herein is a reasonable estimate of the cost incurred in granting the Loan and of holding monies available to fund same, and that the Deposit shall be forfeited and payable to Trez Capital Corporation as liquidated damages, and not as a penalty, if the Initial Advance under the Loan is not taken down within the time limit herein. This Commitment Letter and any fees earned as a result of this Commitment Letter, together with any expenses or costs incurred by Trez Capital Corporation including, but not limited to, appraisal, re-appraisal, inspections, re-inspections, title searches, plan reviews, soil tests, survey, environmental assessments, and legal costs on a solicitor and its client basis, are deemed to be a charge on the Subject Property referred to herein and Trez Capital Corporation may file and maintain a caveat on the title to the Subject Property to protect that charge and the Borrower and Guarantor do hereby mortgage to Trez Capital Corporation all its estate and interest in the said Subject Property and Security. This Commitment Letter supersedes all previous correspondence between the parties hereto.

Please set out below the name and phone number (including area code) of the solicitor representing you:

Lawyer JOSEPH FRIED
(PLEASE PRINT)
Firm MEYER, WASSERMAN & BANACH
(PLEASE PRINT)
Phone Number 416 223-9191 x230
(PLEASE PRINT)

Please set out below the name and phone number (including area code) of the insurance agent representing you:

Insurance Agent GERSHON WACHTEL
(PLEASE PRINT)
Firm STATE FARM INSURANCE
(PLEASE PRINT)
Phone Number 416 630-4183
(PLEASE PRINT)

Yours Truly,
TREZ CAPITAL CORPORATION

Bruce Roy
Bruce Roy
Vice President & Principal Broker
Lic. #: MO8000947

Michael Nisker
Michael Nisker
Senior Vice President
Lic. #: MO9002034

We hereby agree to the terms and conditions contained in this Commitment Letter and agree to be bound by the terms hereof.

Dated at the City of Toronto, in the Province of Ontario, this 5 day of ^{Aug} July, 2011. *Bl ch*

BORROWER
1598490 Ontario Limited

Per: *ch. Bl*
Authorized Signatory

I/We have the authority to bind the Corporation.

GUARANTOR

Chaim Bialostozky
Chaim Bialostozky

SCHEDULE 'A' INSURANCE

The Borrower shall obtain and maintain during the Term of the Loan the following insurance coverage with respect to the Subject Property and the property related thereto or used for its operation, which insurance shall be reviewed by the Lender's Insurance Consultant as set out in the Commitment Letter, prior to any advance of funds.

1. Upon substantial completion of the Subject Property

- (i) **Fire Insurance:** A fire insurance policy with extended coverage for all other risks and perils for an amount equal to one hundred percent (100%) of the gross replacement cost for the building erected on the Subject Property, without deduction for foundation and footings; said policy shall inter alia provide for replacement cost endorsement, deletion from the policy of any provision requiring reconstruction on same or adjacent sites, coverage of direct and indirect damage resulting from leakage of fire protection equipment, an endorsement to the effect that the policy will cover any additional costs of reconstruction as a result of enforcement of current building by-laws and regulations, and loss to be payable to the Lender as a first-ranking mortgage creditor in accordance with the IBC 3000 mortgage clause approved by the Insurance Bureau of Canada including, without limitation, that such policy will not be cancelled, terminated or permitted to expire unless the Lender shall first receive a thirty (30) days prior written notice of the same. Such policy of insurance shall not contain a percentage co-insurance endorsement other than a one hundred percent (100%) stated amount co-insurance endorsement.
- (ii) **Boiler and Machinery Insurance:** A broad form boiler insurance policy with coverage on all electrical and mechanical equipment, as well as all pressure vessels; such policy shall contain a rider with the standard mortgage clause approved by the Canadian Boiler and Machinery Underwriters' Association, with proceeds payable to the Lender as first-ranking mortgage creditor and such policy shall provide inter alia for the same terms and conditions as set out in paragraph 1(i) above.
- (iii) **Liability Insurance:** A general liability insurance policy covering corporeal and material damages in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence. The Policy shall include limited pollution coverage.
- (iv) **Rental Insurance:** A rental income insurance policy for a period of indemnity of, at minimum, twenty-four (24) months for an amount equal to, at minimum, one hundred per cent (100%) of the actual or projected gross annual rents (or the net rents plus the amount of the operating expenses from the Subject Property).

2. For Properties Under Construction

- (i) All Risks Builders Course of Construction including flood and earthquake on:
 - a. One hundred percent (100%) of the estimated final construction cost of the Subject Property, including reasonable soft costs;
 - b. One hundred percent (100%) of the anticipated annual rents (assuming full occupancy) written on a delayed income basis.
 - c. The policy shall allow for partial or full occupancy. All other terms and conditions shall apply as if there were a fire with extended coverage policy in force as described above in paragraph 1(i).
- (ii) The liability coverage as described more fully in paragraph 1(iii) above. However, if the construction cost is in excess of Ten Million Dollars (\$10,000,000), then a wrap-up liability is required with a limit of not less than Ten Million Dollars (\$10,000,000) and must include all contractors, subcontractors and trades.

- (iii) Engineers' errors and omission insurance for at least Five Hundred Thousand Dollars (\$500,000) or such greater amount as the Lender may reasonably require.

3. **Additional Insurance**

In addition to any of the forgoing, the Lender shall be entitled to request that the Borrower obtain any other insurance coverage it deems necessary, useful or appropriate.

The provisions relating to cancellation of the insurance policies or alteration clauses in the policies, including the mortgage clause, shall provide that a prior written notice of not less than thirty (30) days must, in such event, be given to the Lender.

All proceeds of insurance from insurance policies maintained, other than liability insurance, shall be paid to the Lender and at the option of the Lender may either be applied on account of the Loan, whether or not the same may be due and payable, and interest thereon and any other sums payable in respect thereof, or held by it as part of the Lender's security and, so long as the Borrower is not in default, may be subject to withdrawal by the Borrower in instalments on a cost-to-complete basis, as the repair or replacement progresses, subject to the Lender's receipt of appropriate certificates, opinions and other documents as required by it and Lender's Solicitor.

If the Lender's security is by way of a leasehold mortgage, then notwithstanding the provisions of the immediately preceding paragraph, but provided that the Lender, its Insurance Consultant and its Solicitor are satisfied that the proceeds of insurance shall be applied to rebuilding and are otherwise completely satisfied with the provisions of all arrangements made with the ground lessor and an insurance trustee in respect thereof, the proceeds payable under the policies referred to above, other than liability insurance may be payable to the insurance trustee under and in accordance with an insurance trust agreement, satisfactory to the Lender, its Insurance Consultant and its solicitor.

The Borrower shall provide to the Lender such evidence as the Lender may request that all of the above required insurance is in place prior to any advance of the Loan being made.

All required insurance policies shall be forwarded to the Lender's Insurance Consultant for verification and approval, at the expense of the Borrower, prior to the disbursement of the Initial Advance of the Loan.

SCHEDULE 'B'
APPROVED PRICES

Unit #	Unit Name	Unit Type	Gross List Price	Net HST	List Price (net of HST)	Area (ft ²)	\$ /ft ²
101	Merlot	One Bed + Den	\$499,900	\$25,540	\$474,360	1,677	\$283
102	Shiraz	Two Bed + Den	\$479,900	\$21,963	\$457,937	1,154	\$397
103	Cabernet	Two Bed + Den	\$499,900	\$25,540	\$474,360	1,573	\$302
201	Sauvignon	Three Bed	\$709,900	\$46,350	\$663,550	1,551	\$428
202	Burgundy	Two Bed + Den	\$534,900	\$29,008	\$505,892	1,190	\$425
203	Bordeaux	One Bed + Den	\$459,900	\$19,981	\$439,919	939	\$468
204	Chianti	Two Bed	\$489,900	\$24,069	\$465,831	973	\$479
205	Perle	Two Bed	\$504,900	\$26,035	\$478,865	1,027	\$466
301	Sauvignon	Three Bed	\$719,900	\$47,341	\$672,559	1,551	\$434
302	Burgundy	Two Bed + Den	\$544,900	\$29,999	\$514,901	1,190	\$433
303	Bordeaux	One Bed + Den	\$469,900	\$21,530	\$448,370	939	\$477
304	Chianti	Two Bed	\$499,900	\$25,540	\$474,360	973	\$488
305	Perle	Two Bed	\$514,900	\$27,026	\$487,874	1,027	\$475
401	Sauvignon	Three Bed	\$729,900	\$48,332	\$681,568	1,551	\$439
402	Burgundy	Two Bed + Den	\$589,900	\$34,459	\$555,441	1,190	\$467
403	Bordeaux	One Bed + Den	\$499,900	\$25,416	\$474,484	939	\$505
404	Chianti	Two Bed	\$519,900	\$27,522	\$492,378	973	\$506
405	Perle	Two Bed	\$549,900	\$30,495	\$519,405	1,027	\$506
501	Champagne	Three Bed	\$1,150,900	\$90,053	\$1,060,847	2,069	\$513
502	Pinot	Three Bed + Den	\$989,900	\$74,089	\$915,811	1,663	\$551
503	Riesling	Three Bed + Den	\$1,050,900	\$80,143	\$970,757	1,750	\$555
504	Napa	Two Bed + Den	\$789,900	\$54,278	\$735,622	1,226	\$600
601	Chardonnay	Two Bed	\$659,900	\$41,396	\$618,505	1,094	\$565

Unit Type	# of Units	Gross List Price	Net HST	Avg. List Price (net of HST)	Avg. Area (ft ²)	\$ /ft ²
One Bed + Den	4	\$482,400	\$23,117	\$459,283	1,124	\$409
Two Bed	7	\$534,186	\$28,869	\$505,317	1,013	\$499
Two Bed + Den	6	\$573,233	\$32,541	\$540,692	1,254	\$431
Three Bed	4	\$827,650	\$58,019	\$769,631	1,681	\$458
Three Bed + Den	2	\$1,020,400	\$77,116	\$943,284	1,707	\$553
Total	23	\$14,459,700	\$876,105	\$13,583,595	29,246	\$464

Loan No: 922/11 TO

Disclosure to Borrower
Mortgage Brokerages, Lenders and Administration Act

Important

This document must be provided to the borrower 2 business days prior to the signing of any mortgage instruments, unless waived below.

Property to be mortgaged: Suite numbers 101, 102, 103, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404, 405, 501, 502, 503, 504, and 601 located at 3443 Bathurst St, Toronto, ON.

Details of Mortgage:

The Principal amount of the first mortgage to be repaid by the borrower will be \$8,352,000 to be advanced in multiple installments with the first advance in the amount of \$5,231,802 to be advanced on September 30, 2011 with payments commencing on October 1, 2011.

Interest shall be charged at the greater of 9.0% per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgment) equal to the rate established by the HSBC from time to time as HSBC's prime lending rate for Canadian Dollar Loans ("Prime Rate") plus four per cent 6.0%) on the outstanding balance of the principal sum owing from time to time for the first twelve months of the Term and 25.0% per annum thereafter.

Interest will begin to accrue on the Closing Date of September 30, 2011.

The mortgage will be interest only and interest is to be compounded monthly.

The Interest Budget of \$450,000 is the estimated amount of all payments over the initial 12 month term of the mortgage and is the maximum amount of interest allowed to be accrued. If at any time during the term the accrued interest exceeds the Interest Budget, the Borrower must pay the overage to the Lender out of their own resources.

Terms and Conditions:

- *General Terms / Conditions:* See lender commitment letter for details
- *Prepayment Privileges:*
- *Transferability:*
- *Method of Payment:*
- *Special Conditions:*
- *Particulars / Penalties:*
- *Additional Comments:*
- *Optional Services:*

Fees and Costs Payable by the Borrower:

<i>Costs Included in APR</i>		<i>Costs Excluded from APR</i>	
Commitment Fee	\$84,000	Insurance Review	
Broker Fee	\$63,000	Legal Fees/ Disbursements (est.)	
		Appraisal or Inspection (if any)	
Total Costs (Incl. APR):	\$147,000	Total Costs (Excl. from APR)	

Total Cost of Borrowing; APR: 12.81%

Total Costs (incl. in APR) of \$147,000 + interest to be paid during the term of the mortgage of \$450,000 = \$597,000. The APR is calculated as \$495,000 over the average loan balance throughout the term estimated to be \$4,662,000, equaling 12.81%.

Referral Fees Paid to Brokerage and Broker / Agent:

N/A. The Broker / Agent is an affiliated or related company of the lender.

Conflicts of Interest:

The broker / Agent has the following relationship which may be perceived as a conflict of interest:

- The Broker / Agent is representing the Lender and not the Borrower in this transaction.
- The Broker / Agent is an affiliated or related company of the lender.
- The Broker / Agent has acted solely for the lender during the previous fiscal year.

Name and Address of Brokerage: Trez Capital, PO Box 44, 1404 - 401 Bay St, Toronto ON M5H 2Y4
Licensing: 10472

Name of Authorized Person signing on behalf of the Brokerage: Bruce Roy
Title of this Authorized Person: Vice President & Principal Broker
Licensing: MO8000947

Date: July 21/2011

Bruce Roy
 Signature of Authorized Person

Material Risks associated with Mortgage Borrowing:

The Borrower acknowledge that the Brokerage and Broker / Agent have reviewed and discussed the material risks of mortgage financing. These risks include, but are not limited to, such items as the consequences of default in payment or other term of the mortgage which may result in the lender taking action against us; the prepayment penalties in the mortgage, if any; the mortgage may not be renewable at maturity; and any risk that a change in our income or other personal circumstances may create.

ACKNOWLEDGEMENT

I / we acknowledge receipt of a copy of this form and that I / we have reviewed the information herein. The Broker / Agent has explained the Risks and Benefits associated with this transaction.

Date: Aug - 5 - 2011

Borrower: [Signature]

Date: _____

Borrower: _____

I / we waive the 48 hour requirement for this disclosure:

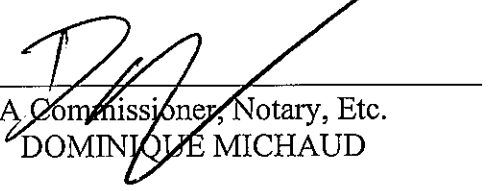
Date: Aug - 5 - 2011

Borrower: [Signature]

Date: _____

Borrower: _____

THIS IS **EXHIBIT "G"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD



May 7, 2013

Borrower : 1598490 Ontario Limited

First Mortgage Financing in the Amount of \$8,352,000 secured by 23 residential condominium units located at 3443 Bathurst St., Toronto, ON (the "Subject Property") [Deloraine Residences Loan no. 922/11 TO]

MORTGAGE STATEMENT

	E & OE
Balance after January 1, 2013 payment	6,496,506.60
Add: Interest for January 2013 (\$6,496,506.60 x 25% / 365 x 31 days)	137,939.52
Total principal and interest as of January 31, 2013	\$ 6,634,446.12
Add: Professional fees paid to Pelican Woodcliff on February 15, 2013	7,347.60
Balance on February 15, 2013	\$ 6,641,793.72
Add: Interest for Feb. 1 to 14, 2013 (\$6,634,446.12 x 25% / 365 x 14 days)	\$ 63,617.98
Interest for Feb. 15 to 28, 2013 (\$6,641,793.72 x 25% / 365 x 14 days)	63,688.43
Total principal and interest as of February 28, 2013	\$ 127,306.41
Add: Interest for March 2013 (\$6,769,100.13 x 25% / 365 x 31 days)	143,727.47
Total principal and interest as of March 31, 2013	\$ 6,512,827.60
Add: Interest for April 2013 (\$6,912,827.60 x 25% / 365 x 30 days)	142,044.40
Total principal and interest as of April 30, 2013	\$ 7,054,872.00
Add: Interest for May 1 to 7, 2013 (\$7,054,872 x 25% / 365 x 7 days)	33,824.73
Total principal and interest as of May 7, 2013	\$ 7,088,696.73
Add: Forbearance and Default Administration Fees as of May 7, 2013 - attached	150,530.49
Total amount due on May 8, 2013 before 1:00 PM PST	\$ 7,239,227.22
Per diem on May 8, 2013 after 1:00 PM PST (\$7,054,872.00 + \$149,812.21) x 25% / 365 days	\$ 4,934.72

Notes:
The above statement excludes any outstanding legal and receivership fees
This statement is valid until May 31, 2013

Forbearance and Default Administration Fees

	From	To	Days	Interest Rate	E & OE		
					Forbearance & Default Administration Fees	Accrued Interest	Outstanding Balance
Forbearance Fee							
Default Administration Fee for March 2012	28-Mar-12				50,000.00		50,000.00
Balance on March 28, 2012					50,000.00		50,000.00
Interest							
Balance on April 1, 2012	28-Mar-12	31-Mar-12	4	8.50%		46.45	46.45
Default Administration Fee for April 2012					50,000.00	46.45	50,046.45
Balance on April 1, 2012					50,000.00	46.45	50,046.45
Interest							
Balance on May 1, 2012	1-Apr-12	30-Apr-12	30	8.50%	50,000.00	436.94	50,436.94
Default Administration Fee for May 2012					50,000.00	436.94	50,873.88
Balance on May 1, 2012					50,000.00	436.94	50,873.88
Interest							
Balance on June 1, 2012	1-May-12	31-May-12	31	8.50%	50,000.00	440.51	51,314.39
Default Administration Fee for June 2012					50,000.00	440.51	51,754.90
Balance on June 1, 2012					50,000.00	440.51	51,754.90
Interest							
Balance on July 1, 2012	1-Jun-12	30-Jun-12	30	8.50%	50,000.00	479.95	52,234.85
Default Administration Fee for July 2012					50,000.00	479.95	52,714.80
Balance on July 1, 2012					50,000.00	479.95	52,714.80
Interest							
Balance on August 1, 2012	1-Jul-12	31-Jul-12	31	8.50%	50,000.00	542.60	53,257.40
Default Administration Fee for August 2012					50,000.00	542.60	53,799.99
Balance on August 1, 2012					50,000.00	542.60	53,799.99
Interest							
Balance on September 1, 2012	1-Aug-12	31-Aug-12	31	8.50%	50,000.00	589.70	54,389.69
Default Administration Fee for September 2012					50,000.00	589.70	54,979.39
Balance on September 1, 2012					50,000.00	589.70	54,979.39
Interest							
Balance on October 1, 2012	1-Sep-12	30-Sep-12	30	8.50%	50,000.00	616.59	55,596.28
Default Administration Fee for October 2012					50,000.00	616.59	56,212.87
Balance on October 1, 2012					50,000.00	616.59	56,212.87
Interest							
Balance on November 1, 2012	1-Oct-12	31-Oct-12	31	8.50%	50,000.00	664.78	56,877.65
Default Administration Fee for November 2012					50,000.00	664.78	57,542.43
Balance on November 1, 2012					50,000.00	664.78	57,542.43
Interest							
Balance on December 1, 2012	1-Nov-12	30-Nov-12	30	8.50%	50,000.00	709.26	58,251.69
Default Administration Fee for December 2012					50,000.00	709.26	58,960.95
Balance on December 1, 2012					50,000.00	709.26	58,960.95
Interest							
Balance on January 1, 2013	1-Dec-12	31-Dec-12	31	8.50%	50,000.00	761.21	59,722.16
Default Administration Fee for January 2013					50,000.00	761.21	60,483.37
Balance on January 1, 2013					50,000.00	761.21	60,483.37
Interest							
Balance on February 1, 2013	1-Jan-13	31-Jan-13	31	25.00%	110,000.00	2,447.95	112,447.95
Default Administration Fee for February 2013					110,000.00	2,447.95	114,895.90
Balance on February 1, 2013					110,000.00	2,447.95	114,895.90
Interest							
Balance on March 1, 2013	1-Feb-13	28-Feb-13	28	25.00%	116,000.00	10,111.55	126,111.55
Default Administration Fee for March 2013					116,000.00	10,111.55	136,223.10
Balance on March 1, 2013					116,000.00	10,111.55	136,223.10
Interest							
Balance on April 1, 2013	1-Mar-13	31-Mar-13	31	25.00%	122,000.00	2,805.11	124,805.11
Default Administration Fee for April 2013					122,000.00	2,805.11	127,610.22
Balance on April 1, 2013					122,000.00	2,805.11	127,610.22
Interest							
Balance on May 1, 2013	1-Apr-13	30-Apr-13	30	25.00%	128,000.00	12,978.66	140,978.66
Default Administration Fee for May 2013					128,000.00	12,978.66	153,957.32
Balance on May 1, 2013					128,000.00	12,978.66	153,957.32
Interest							
Balance on May 7, 2013	1-May-13	7-May-13	7	25.00%	134,000.00	718.28	134,718.28
Default Administration Fee for May 2013					134,000.00	718.28	135,436.56
Balance on May 7, 2013					134,000.00	718.28	135,436.56

THIS IS **EXHIBIT "H"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

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

yyyy mm dd Page 1 of 2

Properties

PIN 10198 - 0575 LT Interest/Estate Fee Simple
Description PART OF LOTS 93 AND 94, PLAN 2370, CITY OF TORONTO, DESIGNATED AS PART 1 ON PL 66R-22815. STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031 SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS CABLE COMMUNICATIONS INC. AS IN AT2458855
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 1598490 ONTARIO LIMITED
Address for Service 4116 Bathurst Street
Toronto, Ontario
M3H 3P2

I, Chaim Bialostozky, President, have the authority to bind the corporation.

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

Chargee(s)

Capacity

Share

Name THE EQUITABLE TRUST COMPANY
Address for Service 30 St. Clair Avenue West, Suite 700
Toronto, Ontario
M4V 3A1

Statements

Schedule: See Schedules

Provisions

Principal	\$ 8,352,000.00	Currency	CDN
Calculation Period	Daily		
Balance Due Date	2012/11/01		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date	2011 10 01		
Payment Date	1st day of each month		
First Payment Date	2011 11 01		
Last Payment Date	2012 11 01		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

LRO # 80 Charge/Mortgage

Received as AT2835630 on 2011 10 07 at 10:07

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

yyyy mm dd Page 2 of 2

Signed By

Robert Cohen

2 Queen Street East Suite 1500
Toronto
M5C 3G5acting for
Chargor(s)

Signed

2011 10 07

Tel 4165931221

Fax 4165935437

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

Submitted By

BLANEY MCMURTRY LLP

2 Queen Street East Suite 1500
Toronto
M5C 3G5

2011 10 07

Tel 4165931221

Fax 4165935437

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargor Client File Number : 0892260061

This is a Schedule attached to a Charge/Mortgage
between 1598490 ONTARIO LIMITED
(the "Chargor") and THE EQUITABLE TRUST COMPANY (the "Chargee")
as guaranteed by Chaim Bialostozky (the "Covenantor")
relating to 3443 Bathurst Street, Toronto, Ontario (the "Premises")

NON-MERGER

The Chargor and the Covenantor by way of a separate Guarantee and Postponement of Claim, hereby acknowledge the terms, conditions, obligations, liabilities, warranties and representations contained in the Commitment Letter issued by TREZ CAPITAL CORPORATION on behalf of the Chargee, entered into with the Chargor and the Covenantor dated July 22, 2011 (hereinafter referred to as the "Mortgage Commitment") shall not merge on the closing and registration or delivery of the mortgage loan security, including, but not limited to the Charge on the Premises, but shall remain in full force and effect, notwithstanding the delivery and registration of the said security.

In the event of any inconsistency or conflict between any of the provisions of the Mortgage Commitment and any of the provisions of the Charge, the provisions of the Mortgage Commitment shall prevail.

INTEREST RATE

Interest shall be charged at the greater of 8.5% per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgment) equal to the rate established by HSBC Bank Canada ("HSBC") from time to time as HSBC's prime lending rate for Canadian dollar loans ("Prime Rate") plus 5.5% on the outstanding balance of the principal sum owing from time to time for the first twelve (12) months of the Term and 25.0% per annum thereafter. Interest shall be calculated daily and compounded and payable monthly. Overdue interest shall bear interest at the same rate as principal.

Such interest rate shall be set with respect to amounts advanced on the day of each advance and thereafter monthly on the first day of each month. Interest shall be calculated daily on the daily balance outstanding from time to time, before as well as after maturity, default or judgment, from the date of each advance. Such Interest Rate shall be determined upon the basis of a three hundred and sixty-five (365) day year, shall be calculated in accordance with the Chargee's usual practice (as to times and methods of calculation) and shall be adjusted automatically without notice to the Chargor.

All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. All interest payable hereunder bears interest from the date of advance of any portion of the loan to the Chargee's solicitor, whether or not such advance of the loan is released to the Chargor or the Chargor's solicitor.

In all other respects, interest shall be paid in accordance with the provisions of the Mortgage Commitment.

FINANCIAL STATEMENTS

The Chargor shall provide the Chargee, within 120 days after the end of each fiscal year of the Chargor, or more often if requested by the Chargee, a detailed financial statement of the Chargor including a separate income and expense statement for the Premises, an operating statement and updated rent roll containing relevant lease terms for the Premises, if applicable, all satisfactory to the Chargee in form and content. The financial statement is to be prepared by an accountant licensed under the *Public Accounting Act*.

The Chargor authorizes the Chargee to obtain such additional financial information as the Chargee may require.

PREPAYMENT

Subject to the partial discharge provisions hereof, there shall be no right of prepayment.

PARTIAL DISCHARGES

The Chargee shall provide a partial discharge of the security for the Loan only upon receipt of one hundred percent (100%) of the Net Sale Proceeds. Net Sale Proceeds shall be defined as the gross sale price less real estate commissions, legal fees and closing costs, but explicitly exclusive of GST/HST, which collectively shall not exceed five percent (5%) of the gross sale price less any amounts payable to prior chargees, as listed in Warranties and Representation section of the Mortgage Commitment, if any. In order to comply with the foregoing discharge parameters, a sales price list for each condominiumized unit comprising the Subject Property is to be agreed to by the Chargor and Chargee, and no sale can take place at less than ninety-five percent (95%) of the agreed upon price as illustrated in Schedule B of the Mortgage Commitment without the Chargee's written consent.

INSURANCE

Insurance shall be provided to the Chargee in accordance with the provisions of Paragraph 16 of Standard Charge Terms 200033 and in accordance with the provisions of the Mortgage Commitment and shall be subject to the review and approval of the Insurance Consultant of the Chargee as contemplated in the Mortgage Commitment.

DUE ON SALE

Section 14 of Standard Charge Terms No. 200033 is hereby deleted and replaced with the following:

"Except as provided in the Partial Discharge section herein, the Chargor shall not sell, assign, lease in its entirety or otherwise dispose of the legal ownership or title to the Premises, or its beneficial interest therein, or of the personal property related thereto or which is necessary to the use and operation of the Premises, without the prior written consent of the Chargee. The Chargor shall not make any changes to the authorized share capital or allocation of ownership thereof, which would result in a change of voting control or beneficial ownership thereof without the prior written consent of the Chargee."

PROPERTY MANAGEMENT

The Chargor shall maintain at all times a property manager for the Premises satisfactory to the Chargee. The Chargee acknowledges that the property manager at the date hereof is acceptable.

The Chargee shall have the right from time to time in the event of a specific concern in the sole opinion of the Chargee, to request an accounting from the property manager. In addition, the Chargee shall be entitled to inspect the Premises periodically and/or to appoint a monitor to conduct such inspections. The Chargee and/or any monitor when so appointed shall have the power to:

- (a) inspect physical status of the Premises and to make or cause to be made such tests and inspections in connection therewith as it may deem advisable; and
- (b) review the management and financial position and for such purpose shall have full access to all books and records relating to same.

The Chargee will not, by virtue only of the exercise of the foregoing rights, be deemed a mortgagee-in-possession of the Premises.

RECEIVERSHIP

At the option of the Chargee, it shall constitute a default hereunder if the Chargor or the Covenantor shall become insolvent or be the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation or any transaction or series of transactions which results in a change in control of the Chargor, re-organization, or any liquidation, winding-up, dissolution, or receivership or without the Chargee's consent, seeks continuation under the laws of any other jurisdiction. In the event of a default by the Chargor under this Charge, or if the Chargor or the Covenantor seeks relief under the *Companies' Creditors Arrangement Act* or other debtor relief legislation, the Chargor will, if requested by the Chargee establish a separate project bank account for the Premises.

Provided and without in any way limiting anything herein contained, in the event that:

- (a) The Chargor makes default in the payment of any principal or interest or any other monies required to be paid by the Chargor hereunder;
- (b) The Chargor fails to observe or perform any other covenant or agreement herein contained;

- (c) Any representation or warranty made herein by the Chargor is at any time while this Charge is outstanding not true;
- (d) Any construction lien is registered against any part of the Premises and is not removed within thirty-five days;
- (e) An order is made or a resolution passed for the winding up of the Chargor, or if a petition is filed for the winding up of the Chargor;
- (f) The Chargor becomes insolvent or makes an unauthorized assignment or bulk sale of the Chargor's assets or if a bankruptcy petition is filed or presented against the Chargor;
- (g) Any proceedings with respect to the Chargor are commenced under *The Companies Creditors Arrangement Act*;
- (h) An execution, sequestration, extent or any other process of any court becomes enforceable against the Chargor or if a distress or analogous process is levied upon the Premises or any part thereof, provided such execution, sequestration, extent, process of court, distress or analogous process is not in good faith being disputed by the Chargor;
- (i) The Chargor shall permit any sum which has been admitted as due by the Chargor or is not disputed to be due by the Chargor and which forms, or is capable of being made, a charge upon any of the Premises in priority to or ranking equally with the charge of this Charge to be or remain unpaid;
- (j) Any charge or encumbrance created or issued by the Chargor having the nature of a fixed and/or floating charge shall become enforceable, whether ranking in priority to, or pari passu with this Charge; or,
- (k) The Chargor ceases or threatens to cease to carry on its business or if the Chargor commits or threatens to commit any act of bankruptcy;

then, and in any such event, this Charge shall, at the option of the Chargee, be deemed to be in default.

Provided that, and notwithstanding anything herein contained, it is agreed that at any time and from time to time when this Charge shall be in default, and whether or not the principal has been accelerated, the Chargee may, with or without entry into possession of the Premises or any part thereof, and whether or not there has been such entry, by writing under its hand or at its option by application to a court of competent jurisdiction, for and during the period of such default, appoint a receiver-manager (the "Receiver") of the Premises or any part thereof and of the rents and profits thereof, or of only the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any Receiver and appoint another and that, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of a receiver, the following provisions shall apply:

- (a) A statutory declaration of the Chargee as to default under this Charge shall be conclusive evidence thereof for the purpose of the appointment of such Receiver;
- (b) Every such Receiver shall be the agent or attorney of the Chargor, whose appointment is irrevocable by the Chargor, for the collection of all rents or other money receivable in respect of the Premises or any part thereof, and the Chargor covenants and agrees to co-operate with and assist the receiver and execute such documentation as the receiver shall reasonably require, in order to effect the aforesaid purposes;
- (c) The Chargee may from time to time in writing fix the remuneration of the Receiver;
- (d) The Receiver shall so far as concerns responsibility for the Receiver's acts or omissions be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (e) The appointment of the Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver in any respect, and such appointment or anything which may be done by the Receiver or the removal of the Receiver or the termination of the receivership shall not have the effect of constituting the Chargee a mortgagee in possession in respect of the Premises or any part thereof;
- (f) The Receiver shall have power to exercise any of the powers or discretions of the Chargee hereunder, and may rent or license for use any part of the Premises which may become vacant

for such term and subject to such provisions as the Receiver may deem advisable or expedient, and in doing so the Receiver shall act as the attorney or agent of the Chargor and shall have the authority to execute under seal any lease in the name of and on behalf of the Chargor, and the Chargor undertakes to ratify and confirm whatever the Receiver may do in connection with the Premises;

- (g) The Receiver shall have power to construct or complete any unfinished construction upon the Premises so that the Premises and the buildings thereon so completed shall be a complete structure;
- (h) The Receiver shall have power to manage, operate, amend, repair, alter or extend the Premises or any part thereof as it deems expedient in the name of the Chargor and to carry on or concur in carrying on all or any part of the business of the Chargor;
- (i) The Receiver may borrow or raise money on the security of all or any part of the Premises in priority to or ranking equal with or subordinate to the charge of this Charge for such purpose as may be approved by the Chargee;
- (j) The Receiver shall not be liable to the Chargor to account for money or damages other than the money actually received by the Receiver in respect of the Premises or any part thereof, and out of such money so received the Receiver shall, subject to other written directions from the Chargee, pay or make reasonable reserves for payment in the following order:
 - (i) the Receiver's remuneration and disbursements;
 - (ii) all obligations incurred by the Receiver in connection with the management, including leasing and licensing, operation, amendment, repair, alteration or extension of the Premises or any part thereof, and in borrowing or raising money on the security of the Premises, or any part thereof;
 - (iii) interest, principal and other money which may from time to time be or become charged upon the Premises in priority to this Charge, and all taxes, insurance premiums and every other proper expenditure made or incurred by the Receiver in respect of the Premises or any part thereof;
 - (iv) to the Chargee all amounts due under this Charge and to the extent elected by the Chargee, amounts to become due hereunder for no more than two (2) months;
 - (v) and thereafter any surplus remaining in the hands of the Receiver shall be payable to the Chargor.
- (k) The Chargee may at any time and from time to time terminate any such receivership by notice in writing under its hand to the Chargor and to the Receiver; and
- (l) Save as to surplus money payable to the Chargor, the Chargor releases and discharges the Chargee and the Receiver from every claim of every nature, whether in damages or otherwise, arising by reason of anything done by the Chargee or the Receiver under the provisions of this section, unless such claim be the direct and proximate result of dishonesty or gross neglect.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Premises to inspect the Premises and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the Premises. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its respective agents to be in possession, management or control of the Premises and building(s).

In consideration of the advance of funds by the Chargee, the Chargor and the Covenantor hereby agree that, in addition to any liability imposed on the Chargor and the Covenantor under any instrument evidencing or securing the loan indebtedness, the Chargor and the Covenantor shall be jointly and severally liable for any and all of the costs, expenses, damages or liabilities of the Chargee, its directors and officers (including without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on,

under or about the Premises of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor and the Covenantor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them for any default under the Charge.

In these provisions, "Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgements and decrees, and (whether or not they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives and the like, of any federal, territorial, provincial, regional, municipal or local judicial, regulatory or administrative agency, board or governmental authority relating to environmental or health or fire or safety matters, or any of them and the Premises and the activities carried out thereon (whether in the past, present or the future) including, but not limited to, all such requirements relating to: (i) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (ii) the generation, handling, treatment, storage, transportation or disposal of or other dealing with solid, gaseous or liquid waste; and (iii) substances or conditions that are prohibited, controlled or otherwise regulated or are otherwise hazardous in fact (collectively "Hazardous Substances") such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments and (iv) the securing, protection, preservation and remediation of health, fire and/or safety concerns.

- (a) The Chargor, to the best of its knowledge and based on the environmental assessment report provided to the Chargee as of the date hereof, warrants and represents that:
- (i) The Premises have never been used as a land fill site or to store Hazardous Substances either above or below ground, in storage tanks or otherwise;
 - (ii) All Hazardous Substances used in connection with the business conducted on the Premises has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
 - (iii) No Hazardous Substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the Premises as a result of the conduct of the business on the Premises; and
 - (iv) No notices of any violation of any matters referred to above relating to the Premises or its use have been received by the Chargor and there are no directions, writs, injunctions, orders or judgements outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of the Mortgage Commitment, a Hazardous Substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials and hazardous substances as defined in or pursuant to any applicable Environmental Laws. Further the Chargor shall indemnify and save harmless the Chargee from any loss or liability whatsoever arising from any violation whatsoever of any law, regulation, ordinance, judgment, appraisal or decision in connection with hazardous risks or environmental risks.

The Chargor covenants that it will:

- (i) remedy forthwith, at its own expense, any environment damage that may occur or be discovered on the Premises in the future;
- (ii) comply with and monitor, on a regular basis, its compliance and the compliance of any tenant, subtenant, assignee or other occupant of the Premises with all Requirements of Environmental Law;
- (iii) notify the Chargee promptly of any event or occurrence that has given, or is likely to give, rise to a report, order, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of the Chargor or the Premises or any action, suit or proceeding against the Chargor or others having an interest in the Premises relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into, on or under the Premises, air and surface and ground water, and will also notify the

Chargee promptly of any such above-mentioned information of which the Chargor has or receives knowledge relating to lands adjacent to the Premises;

- (iv) not lease or consent to any sub-lease or assignment of any part of the Premises to a tenant, subtenant or assignee who may engage in, nor permit any tenant, subtenant, assignee or occupant of the Premises to engage in, a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances in, on, under or from the Premises save and except in accordance with the Requirements of Environmental Law, and any lease, sub-lease, or assignment of any part of the Premises shall preserve as against any lessee, sub-lessee or assignee all of the rights of the Chargee herein;
- (v) save and except for those Hazardous Substances which are present on, in or under the Premises in accordance with Requirements of Environmental Law and which have been disclosed to the Chargee in writing remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Premises forthwith upon their discovery and advise the Chargee forthwith in writing of the procedures taken;
- (vi) provide to the Chargee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law, and provide to the Chargee copies of any environmental, soils, safety or health reports or studies in respect of the Premises that it receives or possesses from time to time; and
- (vii) permit the Chargee to conduct inspections and appraisals of all or any of its records, business and property relating to the Premises at any time and from time to time to monitor compliance with the Requirements of Environmental Law.

The Chargor and the Covenantor further covenant that they will be liable for and fully indemnify the Chargee for any and all costs, expenses, damages or liabilities (including legal fees on a solicitor and his own client basis and any environmental remediation costs incurred by the Chargee) directly or indirectly arising out of or attributable to the non-compliance of the Chargor or its tenants, employees, or agents with the Requirements of Environmental Law and all such costs, expenses, damages or liabilities shall be secured hereby, and all such liability and indemnity shall survive the repayment of the indebtedness secured hereby, foreclosure upon the Charge, and/or any other extinguishment of the obligations of the Chargor and the Covenantor under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargor or Covenantor.

LIENS

The Chargor shall provide such additional security, information, documentation and assurances as may be required from time to time by the Chargee during the currency of this Charge to determine and to establish and preserve, in all respects, the priority of this Charge and all advances made hereunder over any rights of lien claimants pursuant to the provisions of the *Construction Lien Act*. If the Chargee makes any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Premises and shall be added to the debt hereby secured and shall bear interest at the applicable rate and, in default of payment, the powers of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to it under this paragraph or in making any payment to preserve, protect or secure the Premises.

EXPROPRIATION

In the event the whole or any part of the Premises is expropriated, the Chargor agrees all proceeds received from any such expropriation shall be paid directly to the Chargee provided that upon the payment of all amounts secured by this Charge, the Chargee shall have no further claim to any such proceeds.

ADDITIONAL FINANCING

The Chargor shall not, from and after the date of the registration of this Charge, further mortgage, charge or otherwise encumber the Premises without the prior written consent of the Chargee. Failure to comply with this provision shall at the option of the Chargee constitute an event of default under the within Charge. If the Chargor defaults in the payment of any instalment of principal or interest payable

under any subsequent Charge/Mortgage or other encumbrance affecting the Premises, whether the Chargee has consented thereto or not, or in the observance or performance of any of the agreements, terms or provisos of any such Charge/Mortgage or other encumbrance, then at the option of the Chargee, the entire principal secured under this Charge, together with all accrued and unpaid interest, shall become due and payable at the option of the Chargee and the Chargee shall be entitled to exercise all of its rights and remedies hereunder.

ADDITIONAL SECURITY

The Chargor acknowledges a General Assignment of Rents and General Security Agreement (collectively the "Additional Security") are being given as further security to this Charge, which Additional Security is being granted by the Chargor to the Chargee and any default under the Additional Security shall constitute default under this Charge and any default under this Charge shall constitute default under the Additional Security and at the option of the Chargee require the entire principal secured under this Charge; together with all accrued and unpaid interest to become due and payable. Payment under the Additional Security shall constitute payment under this Charge and payment on account of this Charge shall constitute payment under the Additional Security.

It is agreed the Chargee's rights hereunder shall in no way merge or be affected by any proceedings the Chargee may take under the Additional Security and the Chargee shall not be required to take proceedings under such Additional Security or any part thereof before proceeding under this Charge, and conversely, no proceedings under this Charge shall in any way affect the rights of the Chargee under such Additional Security and the Chargee shall not be required to take proceedings under this Charge before proceeding under the Additional Security or any part thereof.

Upon request from the Chargee, the Chargor agrees forthwith upon delivery from time to time of any chattels in which it has an ownership interest (including replacements thereof) relating to the Premises, it shall promptly notify the Chargee, and its solicitors, of such delivery and shall forthwith supply the Chargee with all serial numbers and a description of such chattels for the purposes of the aforementioned General Security Agreement, which description shall include make and model. The Chargor further agrees to provide written evidence of proof of purchase of the chattels, free of encumbrances, and of insurance of same, both in the form and content satisfactory to the Chargee.

UNDERTAKINGS

In the event the Chargor defaults with respect to any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge or with respect to any covenant contained in the terms and provisions contained in this Charge or the Additional Security, such default will be an event of default under this Charge.

CHARGOR SHAREHOLDERS

The Chargor and the Covenantor covenant and agree with the Chargee that it will not transfer, encumber, hypothecate or dispose of any of the shares in the Chargor to persons or entities other than the Covenantor without the prior written consent of the Chargee, such consent not to be unreasonably withheld. In the event the approval and consent of the Chargee is not first obtained with respect to the foregoing, it is agreed all monies secured hereunder with accrued interest thereon shall, at the option of the Chargee, forthwith become due and payable and the Chargee shall have the right and option to exercise all its rights and remedies hereunder.

PLACE OF PAYMENTS

All payments under this Charge shall be paid to the Chargee at the address in Vancouver, British Columbia herein described in the Notice provisions hereinafter set out or as it or its agents may otherwise direct, before 1:00 p.m. Pacific Standard Time on any payment date. The parties agree any payment received after 1:00 p.m. shall be deemed to have been made on the banking day next following.

NOTICE

Any notice, direction or other instrument required or permitted to be given under the provisions of this Charge shall be in writing and may be given by delivering same or mailing same or sending same by telegram, telex, telecommunication, facsimile or other similar form of communication, in each case addressed to the Chargee in care of Trez Capital Corporation, Suite 1550, 1185 West Georgia Street, Vancouver, BC V6E 4E6, and to the Chargor at the address as set out herein. Any notice, direction or instrument aforesaid, shall if delivered, be deemed to have been given or made on the date it was so delivered; if sent by prepaid registered mail, be deemed to have been given or made the fifth day following the day on which it was so mailed; and if sent by telegram, telex, telecommunication, facsimile

or other similar form of communication, be deemed to have been given or made on the day it was so sent. Any party may give written notice of change of address in the same manner, in which event any such notice shall thereafter be given to it as above provided at such changed address. In the event of interruption, for any reason, in one or more of the forms of communications listed above, the parties shall use a form which is not so interrupted with the intent that the form of communication used will give the addressee timely notice of the communication.

STANDARD CHARGE TERMS

In the event of any discrepancy between the provisions contained in this Schedule and the provisions contained in Standard Charge Terms No. 200033, the provisions of this Schedule shall prevail.

THIS IS **EXHIBIT "I"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

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

yyyy mm dd Page 1 of 2

Properties

PIN 10198 - 0575 LT

Description PART OF LOTS 93 AND 94, PLAN 2370, CITY OF TORONTO, DESIGNATED AS PART 1 ON PL 66R-22815. STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031 SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS CABLE COMMUNICATIONS INC. AS IN AT2458855

Address TORONTO

Applicant(s)

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

Name 1598490 ONTARIO LIMITED

Address for Service 4116 Bathurst Street
Toronto, Ontario
M3H 3P2

I, Chaim Bialostozky, President, have the authority to bind the corporation.

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

Party To(s)

Capacity

Share

Name THE EQUITABLE TRUST COMPANY

Address for Service 30 St. Clair Avenue West, Suite 700
Toronto, Ontario
M4V 3A1

Statements

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

This notice may be deleted by the Land Registrar when the registered instrument, AT2835630 registered on 2011/10/07 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Robert Cohen 2 Queen Street East Suite 1500 acting for Signed 2011 10 07
Toronto
M5C 3G5 Applicant(s)

Tel 4165931221

Fax 4165935437

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

Robert Cohen 2 Queen Street East Suite 1500 acting for Signed 2011 10 07
Toronto
M5C 3G5 Party To(s)

Tel 4165931221

Fax 4165935437

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

Submitted By

BLANEY MCMURTRY LLP 2 Queen Street East Suite 1500 2011 10 07
Toronto
M5C 3G5

Tel 4165931221

Fax 4165935437

LRO # 80 Notice Of Assignment Of Rents-General

Received as AT2835631. on 2011 10 07 at 10:07

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

yyyy mm dd Page 2 of 2

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Party To Client File Number : 0892260061

GENERAL ASSIGNMENT OF RENTS

BETWEEN:

1598490 ONTARIO LIMITED,

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

THE EQUITABLE TRUST COMPANY,

(hereinafter called the "Assignee")

OF THE SECOND PART;

1. As security for the payment for all obligations, indebtedness and liability of the Assignor to the Assignee under a certain Charge/Mortgage, and any amendments thereto and extensions thereof (the "Charge"), given by the Assignor to the Assignee on the interest in those lands and premises described on page 1 of the Notice of Assignment of Rents-General to which this document is attached (the "Lands"), whether such obligations, indebtedness or liabilities are incurred prior to, at the time of, or subsequent to, the execution of this Assignment, the Assignor hereby grants, assigns and transfers to the Assignee:
 - (a) All leases, licenses and other agreements permitting the occupation or use of the Lands or any part thereof, whether in existence at the date of this Assignment or hereafter, and all renewals thereof (all of which leases, licenses and other agreements are hereinafter referred to as "Leases") and any guarantee of all or any of the obligations under any of the Leases; and,
 - (b) All rentals, income, receipts, profits and other monies payable to the Assignor under the Leases including, without limiting the generality of the foregoing, all rents, income, subsidies or payments received from any and all competent governmental authorities (all of which rentals, income receipts, profits and other monies are hereinafter referred to as "Rentals").
2. In the event of default under the Charge or herein, the Assignee may at its option enter upon the Lands and collect in the name of the Assignor or in its own name as Assignee, the Rentals accrued but unpaid and in arrears at the date of such default, as well as the Rentals thereafter accruing and becoming payable during the period of the default. The Assignee shall from time to time forthwith on the Assignee's request, do, make and execute all notices and directions to tenants directing the payment of Rentals to the Assignee and other documents, acts, matters and things, as may be required by the Assignee in order to collect Rentals or otherwise give effect to these presents, and the Assignor hereby constitutes and appoints any officer of the Assignee, or any receiver appointed by the Court as hereinafter set out, the true and lawful Attorney of the Assignor irrevocably with power of substitution to do, make and execute all such notices, directions, documents, acts, matters or things with the right to use the name of the Assignor whenever and wherever it may be deemed necessary or expedient.
3. The Assignor shall from time to time forthwith on request furnish to the Assignee in writing all books and information requested relating to Rentals and the Assignee shall be entitled from time to time to have access to the lands and/or other premises occupied by the Assignor in order to inspect such books or information.
4. In the event of default under the Charge or herein, the Assignee may, in addition to any other rights, appoint by instrument in writing a receiver or receiver-manager in connection with the Rentals and remove or replace such receiver or receiver-manager from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such receiver or receiver-manager. Where the Assignee is hereinafter in this Assignment referred to, the term shall, where the context permits, include any receiver or receiver-

manager so appointed and the officers, employees, servants or agents of such receiver or receiver-manager.

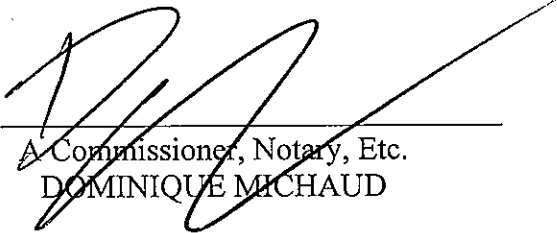
5. In the event of default under the Charge or herein, the Assignee may, at its option, take over and assume the management, operation and maintenance of the Lands and perform all acts necessary and proper with respect to such management, operation and maintenance and expend such sums out of the income of the Lands as may be needed in connection therewith, in such manner and to the same extent as the Assignor, including the right to effect new Leases, renew existing Leases or make concessions to tenants and the Assignor hereby releases all claims against the Assignee arising out of such management, operation and maintenance, save and except the liability of the Assignee to account.
6. The Assignor represents and warrants to, and covenants and agrees with, the Assignee that:
 - (a) all Leases are valid, enforceable and in full force and effect;
 - (b) the Assignor has not done and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any of the Leases, or of waiving, releasing, reducing or abating any rights or remedies of the Assignor, or obligations of any other party thereunder or in connection therewith without the prior written consent of the Assignee;
 - (c) none of such rights, remedies and obligations are or will be affected by any other agreement, document or understanding or by any reduction, abatement, defence, set-off or counterclaim;
 - (d) none of the Leases or the Assignor's rights thereunder (including the right to receive the Rentals) have been or will be amended, assigned, encumbered, discounted or anticipated, except as currently disclosed by the records of the Land Registry Office, and same shall not be, except with the prior written consent of the Assignee;
 - (e) none of the Rentals have been or will be paid prior to the due date for payment thereof except as provided in the Leases;
 - (f) the Assignor will observe and perform all of its obligations under the Leases;
 - (g) there has been no default under any of the Leases by any of the parties thereto of which the Assignor has notice;
 - (h) there is no outstanding dispute under any of the Leases by any of the parties thereto; and,
 - (i) neither the Assignor nor any previous owner of the Lands has executed a prior assignment of the Leases or the Rentals except as currently disclosed by the records of the Land Registry Office.
7. The Assignor hereby covenants and warrants that a further assignment of Leases or Rentals shall not be granted unless the Assignor provides the Assignee with an acknowledgement from any subsequent creditor that this Assignment shall have full priority over any such further assignment.
8. Nothing herein contained shall have the effect of making the Assignee responsible for the collection of Rentals or any part thereof, or for the performance of any of the obligations or conditions under or in respect of the Leases or any of them to be observed and performed by the Assignor, or to take any action or enforce any remedy against any person with respect to any breach of any of the Leases, and that the Assignee shall not by virtue of this Assignment, or its receipt of the Rentals or any part thereof, become or be deemed a mortgagee in possession. The Assignee shall be liable to account for only such monies as shall actually come into its hands, less proper collection charges, provided that such monies may be applied on account of any indebtedness of the Assignor to the Assignee.
9. The Assignor shall be entitled to collect and receive the Rentals as they become due under the Leases unless and until default occurs under the Charge or herein and the Assignee gives notice to any tenant, user, occupier, licensee or other party entitled to occupation or use of any part of the Lands under any of the Leases requiring that the Rentals be paid to the

Assignee, but nothing in this section 9 shall permit or authorize the Assignor to collect any of the Rentals prior to their due date.

10. None of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this Assignment. Notwithstanding any variation of the terms of the Charge or any extension of time for payment of the monies secured by the Charge or any part thereof or any release of part or parts of the premises or any collateral security, the Leases and the Rentals hereby assigned shall continue as collateral security until all monies secured by the Charge have been paid in full.
11. Save as otherwise agreed between the parties in writing, and save as hereinafter set out, the Assignment and the Charge collectively constitute the entire agreement between the parties as regards the assignment of Leases and Rentals and the rights and liabilities of the parties and there are no other representations, collateral agreements or conditions in respect of the Leases or Rentals. This Assignment is in addition to and not in substitution for any other agreement between the parties including, without limiting the generality of the foregoing, any agreement creating a security interest in the Leases or Rentals and whether heretofore or hereinafter made, and the terms of such agreement or agreements shall be deemed to be continued unless expressly provided to the contrary in writing and signed by the parties.
12. Any notice required by or given under or in connection with this Assignment may be effectively given if it is in written form and given in the same manner and extent as provided for in the Charge.
13. If any term of this Assignment or the application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term of this Assignment shall be separately valid and enforceable to the fullest extent permitted by law.
14. Any receiver or receiver-manager appointed out of this Assignment or by any Court shall be deemed to be an agent or agents of the Assignor and the Assignor shall be solely responsible for his or its or their acts and for his or its or their remuneration and expenses and the Assignee shall not be in any way responsible for any misconduct or negligence on the part of any such receiver or receiver-manager.
15. In the event that all amounts receivable under the Charge are received in full, the Assignor shall be entitled, at its sole expense to receive a discharge of this Assignment.
16. A discharge of the Charge shall operate as a reassignment to the Assignor of the rentals and leases referred to herein.
17. This Assignment shall be interpreted in accordance with the laws of the Province of Ontario.
18. This Assignment and everything contained herein shall extend to and bind and may be taken advantage of by the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and where there is more than one Assignor or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and where there is more than one Assignor all covenants shall be deemed to be joint and several.
19. Provided (i) an Event of Default has not occurred and is continuing, and (ii) the Assignor complies with the requirements of the first mortgagee, then the Assignor may, without the Assignee's consent, from time to time (i) agree to amend the existing leases so long as such amendments are commercially reasonable, and do not release such tenants or reduce such tenants' rental obligations under the lease except in the ordinary course of its business acting as would a prudent landlord, and (ii) agree to lease premises in the Project, acting as a prudent landlord, to replacement tenant(s) at fair market terms.

THIS IS **EXHIBIT "J"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY

OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) As security for the payment of all obligations, indebtedness and liabilities of 1598490 ONTARIO LIMITED (hereinafter referred to as the "Debtor") to THE EQUITABLE TRUST COMPANY (the "Creditor"), whether incurred prior to, at the time of or subsequent to the execution hereof, including, without limitation, all obligations, indebtedness and liabilities of the Debtor to the Creditor under a Charge/Mortgage given by the Debtor registered on the 7th day of ~~September~~ October, 2011 securing the original principal sum of \$8,352,000.00, and any amendment thereto and extensions thereof (the "Charge") given to the Creditor on those lands and premises described on Schedule "A" hereon (the "Lands"), the Debtor hereby grants to the Creditor by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in all goods (including all parts, accessories, attachments, special tools, additions and accession thereto) located on the Lands, which are now owned or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind ("Inventory") located on the Lands;
- (ii) all equipment (other than Inventory) of whatever kind located on the Lands including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind belonging to and owned by the Debtor;
- (iii) all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due or owned by the Debtor in connection with the Lands or the business operated by the Debtor thereon including, without limitation, letters of credit and advises of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or connected with the Lands or the business operated by the Debtor thereon and which relate to or are records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property relating to or connected with the Lands or the business operated by the Debtor thereon;
- (vi) all monies, other than trust monies lawfully belonging to others, which now are or which may at any time hereafter be due and owing to or owned by the Debtor in connection with the Lands or the business operated by the Debtor thereon;
- (vii) all the goods, chattels and fixtures now located on the Lands and belonging to and owned by Debtor and any replacements thereof.

(b) The Security Interest granted hereby shall not extend to or apply to, and the Collateral shall not include, the last date of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term;

(c) The terms "Goods", "Chattel Paper", "Documents of Title", "Instruments", "Intangibles", "Securities", "proceeds", "Inventory", and "accessions", whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of Ontario, R.S.O., 1990, as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "Act". Provided always that the terms "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the Act, and any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liabilities of Debtor to the Creditor (including interest thereof) relating to the Loan present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety including, but without limitation, all obligations of the Debtor to the Creditor under the Charge (hereinafter collectively called the "Indebtedness").

It is understood and agreed between the Debtor and Creditor herein that the covenant of the Debtor shall extend only to its respective interest in the property and business conducted thereon comprising the security being given to the Creditor and, in the event of default, there shall be no recourse by the Creditor to any other assets or interests of the Debtor or any other person who may have an interest in the land except for any tenant or occupant.

3. OWNERSHIP OF COLLATERAL

The Debtor represents and warrants that, except for the Security Interest created hereby, the Debtor is, or with respect to Collateral acquired after the date hereof will be, the owner of the Collateral free from any mortgage, lien, charge, security interest or encumbrance ("Encumbrances"), save for the Security Interest and those Encumbrances shown in Schedule "B".

4. INSURANCE

The Debtor shall keep the Collateral insured against loss or damage by fire and such other risks as the Creditor may reasonably require to the full insurance value thereof, and shall either assign the insurance policies to the Creditor or have the loss thereunder made payable to the Creditor as the Creditor may require. At the request of the Creditor such policies shall be delivered to and held by it. Should the Debtor neglect to maintain such insurance the Creditor may insure and any premiums paid by the Creditor together with interest thereon shall be payable by the Debtor to the Creditor upon demand.

5. LIENS, ETC.

The Debtor shall keep the Collateral free and clear of all taxes, assessments, claims, liens and encumbrances, save for the Security Interest and those Encumbrances shown in Schedule "B", and shall promptly notify the Creditor of any loss or damage to the Collateral or any part thereof.

6. USE OF COLLATERAL

Until the Security Interest shall have become enforceable, the Debtor may dispose of or deal with the Collateral in the ordinary course of its business, for the purpose of carrying on the same and in any lawful manner not inconsistent with the provisions hereof or any other agreements of the Debtor to the Creditor or with the terms of any policies of insurance relating thereto.

7. INFORMATION AND INSPECTION

The Debtor shall from time to time forthwith on request furnish to the Creditor in writing all information requested relating to the Collateral or any part thereof, and the Creditor shall be entitled from time to time to inspect the tangible Collateral wherever located including, without limitation, any books and records of the Debtor relating to the Collateral, and for such purpose the Creditor shall have access to all places where the Collateral or any part thereof is located and to all premises occupied by the Debtor. The Debtor shall also deliver to the Creditor, as and when requested, such financial statements and other financial information relating to the Debtor and its business as required by the Creditor from time to time.

8. DEFAULT

8.1 In the event the Debtor shall default in the payment of all or any part of the Indebtedness or liability of the Debtor to the Creditor, or in the performance or observance of any other obligation or liability of the Debtor to the Creditor, then the Security Interest shall become enforceable and so long as it shall remain enforceable, the Creditor may proceed to realize the security constituted by

this Security Agreement by sale or to enforce its rights by entry, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager or for sale of the Collateral or any part thereof or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claims and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy or other judicial proceedings relative to the Debtor. Any such sale may be made by public auction, by public tender or by private contract, with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as the Creditor, in its sole discretion, may deem advantageous and such sale may take place whether or not the Creditor has taken possession of such property and assets; provided however, that unless the Collateral is perishable or unless the Creditor believes on reasonable grounds that the Collateral will decline speedily in value the Debtor shall be entitled to not less than fifteen (15) days' notice of sale containing such information and statements as are prescribed by the Act.

8.2 In addition to the rights of the Creditor set forth in Paragraph 8.1, whenever the Security Interest shall have become enforceable and so long as it shall remain enforceable, the Creditor may, by instrument in writing, appoint any person to be a receiver (which term shall include a receiver and manager) of the Collateral including any rents and profits thereof and may remove any receiver and appoint another in his stead. Any such receiver or receivers so appointed shall be vested with all the powers and rights of the Creditor and shall have power to take possession of the Collateral or any part thereof and to carry on or concur in carrying on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or for the carrying on of such business, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to exercise all rights attaching or incidental to any securities owned by the Debtor and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. Any such receiver shall for all purposes be deemed to be the agent of the Debtor and not the agent of the Creditor, and therefore, the Creditor shall not be responsible for the acts or omissions of the receiver. The Creditor may from time to time fix the remuneration of such receiver and direct the payment thereof out of the Collateral. The receiver shall apply all monies from time to time received by him in such of the following modes and in such order or priority as the Creditor may from time to time at its option direct, namely: in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Collateral; in payment of the remuneration of the receiver; in keeping in good standing all liens and charges on the Collateral prior to the Security Interest; in payment of the costs of carrying out or executing any powers, duties or directions which are vested in the receiver; in payment of the interest accruing due on the Security Agreement and all other amounts owing hereunder; and in payment of the principal due and payable upon the Security Agreement and residue of any monies so received shall be paid to the Debtor. The Creditor, in appointing or refraining from appointing such receiver, shall not incur any liability to the receiver, the Debtor or otherwise.

8.3 In addition to the rights and remedies specifically provided herein, the Creditor shall, upon default have the rights and remedies of a secured party under the Act.

9. RECEIVABLES

The Creditor may collect, realize, sell, or otherwise deal with the Debts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable and without notice to the Debtor. The Creditor shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Debts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of the Creditor, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Creditor in respect of the Debts or other Collateral may be applied on account of such parts of the Indebtedness of the Debtor as the Creditor may, in its sole discretion, elect, or in the discretion of the Creditor may be released to the Debtor, all without prejudice to the liability of the Debtor or the Creditor's right to hold and realize the security constituted by this Security Agreement.

10. CHARGES AND EXPENSES

The Creditor may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in connection with the

preparation and registration of this Security Agreement and in connection with the realization, disposition of, retention or collection of the Collateral or any part thereof, and such sums shall be a subordinate charge, subject to the Security Interest and Encumbrances shown in Schedule "B" on the proceeds of such realization, disposition or collection and shall be added to the Indebtedness secured by this Security Agreement and shall also be secured hereby.

11. DEALINGS BY THIRD PARTIES

No person dealing with the Creditor or its agent or a receiver shall be concerned to enquire whether the Security Interest has become enforceable, or whether the powers which the Creditor or its agent is purporting to exercise have become exercisable, or whether any money remains due upon the security constituted by this Security Agreement, or as to the necessity or expediency of the stipulations and conditions to which any sale shall be made, or as to the propriety or regularity of any sale, or of any other dealing by the Creditor with the Collateral, or to see to the application of any money paid to the Creditor.

12. ADDITIONAL COVENANTS

The Debtor hereby covenants and agrees with the Creditor, so long as this Security Agreement remains outstanding, that:

- (a) it will do, observe and perform all matters and things necessary or expedient to be done, observed or performed by virtue of any law of Canada or any province or municipality thereof for the purpose of creating and maintaining the security hereby constituted;
- (b) it will, at all times, maintain all licenses, permits and authorizations to enable it to conduct its business; will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice;
- (c) it will upon the reasonable request of the Creditor, provide the Creditor with such information concerning the Collateral and the business of the Debtor as required by the Creditor;
- (d) it will pay or cause to be paid all taxes, rates, government fees and dues, levies, assessed or imposed on it and its property or any part thereof as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is, in good faith, contested by it and will, if and when required in writing by the Creditor, furnish the Creditor for inspection, with receipts for any of such payments;
- (e) it will not, without the prior written consent of the Creditor, which may be granted or withheld by the Creditor, in its absolute discretion, sell, transfer, assign or otherwise dispose of any part of the Collateral other than in the ordinary course of its business, for the purpose of carrying on same in a lawful manner not inconsistent with the provisions of this agreement or any other agreement of the Debtor with the Creditor.

13. FURTHER ASSURANCES

The Debtor shall from time to time forthwith on the Creditor's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Creditor of, or with respect to, the Collateral or any part thereof or as may be required to give effect to these presents, and the Debtor hereby constitutes and appoints a duly authorized officer of the Creditor the true and lawful attorney of the Debtor irrevocable with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

14. DEALINGS BY THE CREDITOR

The Creditor may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Creditor may see fit

without prejudice to the liability to the Debtor or the Creditor's rights to hold and realize the security constituted by this Security Agreement.

15. NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to the Creditor for the realization of the Security Interest, enforcement of rights of the Creditor or otherwise is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under any other document or agreement in respect of the obligations to the Creditor owned by the Debtor. Every power and remedy given by this Security Agreement to the Creditor may be exercised from time to time as often as may be deemed expedient by the Creditor. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the monies secured hereby, shall not release or affect the security constituted by this Security Agreement.

16. DISCHARGE AND SATISFACTION

Upon satisfaction by the Debtor of all Indebtedness of the Debtor owed to the Creditor, the Creditor shall, upon the request and at the expense of the Debtor, execute and deliver to the Debtor such releases and discharges as the Debtor may reasonably require.

17. WAIVER OF COVENANTS

The Creditor may waive any breach by the Debtor of any of the provisions contained in this Security Agreement or any failure by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder; provided that no such waiver by the Creditor shall extend to or be taken in any manner to affect any subsequent breach or failure or the rights resulting therefrom.

18. APPLICATION OF INSURANCE PROCEEDS

Any insurance monies received by the Creditor pursuant to this Security Agreement may at the option of the Creditor be applied to restoring, replacing or repairing the Collateral or any part thereof, or be paid to the Debtor, or any such monies may be applied in the sole discretion of the Creditor, in whole or in part, to the repayment of the obligations hereby secured or any part thereof whether then due or not, with any partial payments to be credited against principal amounts of Indebtedness payable by the Debtor in inverse order of maturity.

19. ATTACHMENT

Each of the Debtor and the Creditor acknowledges that it is its intention that the security interests herein created attach on the execution hereof by the Debtor (save as to after-acquired property forming part of the Collateral in respect of which attachment will result forthwith upon the Debtor acquiring rights thereto) and that value has been given.

20. NOTICES

Any notice required by or given under or in connection with this agreement may be effectively given if it is in written form and given in the same manner and extent as provided for in the Charge.

21. GENERAL

This agreement:

- (a) shall be a continuing agreement in every respect;
- (b) shall be governed by the laws of the Province of Ontario; and
- (c) may be terminated by the Debtor by written notice delivered to the Creditor at the above-mentioned address at any time when the Debtor is not indebted or liable to the Creditor. For greater certainty, it is declared that any and all future loans, advances or other value which the Creditor may in its discretion make or extend to or for the account of the Debtor shall be secured by this agreement. Nothing contained in this agreement shall in any way

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obligate the Creditor to grant, continue, renew, extend time for payment of, or accept anything which constitutes or would constitute Indebtedness.

22. BINDING EFFECT

This Security Agreement is binding upon the Debtor and its successors and permitted assigns.

23. RECEIPT

The Debtor acknowledges receipt of a duplicate original hereof.

IN WITNESS WHEREOF debtor has executed this agreement as of the 23 day of September, 2011.

1598490 ONTARIO LIMITED

Per: 

Name: Chaim Bialostozky

Title: President

I have authority to bind the corporation

SCHEDULE "A"LEGAL DESCRIPTION

PIN 10198-0575 (LT)

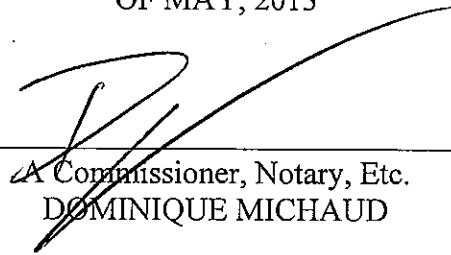
PART OF LOTS 93 AND 94, PLAN 2370, CITY OF TORONTO, DESIGNATED AS PART 1
ON PL 66R-22815. STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN
BA1497, NY770229 PLAN 11031 SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS
CABLE COMMUNICATIONS INC. AS IN AT2458855

municipally known as 3443 Bathurst Street, Toronto, Ontario

SCHEDULE "B"

Nil

THIS IS **EXHIBIT "K"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

227



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Web Page ID: WEnqResult

File Currency: 06MAY 2013

System Date: 07MAY2013

All Pages

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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	642728736	1	5	1	8	14FEB 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
642728736		01	001		20080214 1449 1616 5854	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	1598490 ONTARIO LIMITED								
	Address				City	Province	Postal Code		
	4116 BATHURST STREET				TORONTO	ON	M3H 3P2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LOMBARD GENERAL INSURANCE COMPANY OF CANADA								
	Address				City	Province	Postal Code		
	105 ADELAIDE STREET WEST				TORONTO	ON	M5H 1P9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	DEPOSIT TRUST AGREEMENT INCLUDING ALL PURCHASERS' DEPOSITS								

Registering Agent	Registering Agent			
	JCLD ONLINE			
	Address	City	Province	Postal Code
	16-1375 SOUTHDOWN RD STE 322	MISSISSAUGA	ONT	L5J 2Z1
END OF FAMILY				

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	643839813	2	5	2	8	02APR 2014			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
643839813		01	001		20080402 1456 1530 6216	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	1598490 ONTARIO LIMITED								
	Address				City	Province	Postal Code		
	4116 BATHURST ST				TORONTO	ON	M3H 3P2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	130 ADELAIDE STREET WEST, SUITE 300				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	SUITE 180-13571 COMMERCE PARKWAY				RICHMOND	BC	V6V2L1		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages				
	643839813	2	5	3	8				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		01	001		20130318 1946 1531 4387				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	643839813		X	B RENEWAL	1				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	1598490 ONTARIO LIMITED								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname				
	Business Debtor Name					Ontario Corporation No.			
	Address			City	Province	Postal Code			
Assignor	Assignor								
Secured Party	Secured Party/ Lien Claimant/ Assignee								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent or Secured Party/ Lien Claimant								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	672834744	3	5	4	8	09SEP 2014			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
672834744		001	001		20110909 1637 1862 8395	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	1598490 ONTARIO LIMITED								
	Address				City	Province	Postal Code		
	4116 BATHURST STREET				TORONTO	ON	M3H 3P2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	THE EQUITABLE TRUST COMPANY								
	Address				City	Province	Postal Code		
	30 ST. CLAIR AVENUE WEST, SUITE 700				TORONTO	ON	M4V 3A1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SECURITY RELATING TO 3443 BATHURST STREET, TORONTO, ONTARIO								
Registering Agent	Registering Agent								
	BLANEY MCMURTRY LLP (BCOEN)								
	Address				City	Province	Postal Code		
	2 QUEEN STREET EAST, SUITE 1500				TORONTO	ON	M5C 3G5		
END OF FAMILY									

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	673202583	4	5	5	8	26SEP 2015			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
673202583		001	002		20110926 1633 1862 9664	P PPSA	4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	1598490 ONTARIO LIMITED					1598490			
	Address				City	Province	Postal Code		
	123 BANNOCKBURN AVENUE				TORONTO	ON	M5M 2N2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	VECTOR FINANCIAL SERVICES LIMITED								
	Address				City	Province	Postal Code		
	25 IMPERIAL STREET, SUITE 500				TORONTO	ON	M5P 1B9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL RIGHTS, TITLE AND INTEREST OF THE DEBTOR IN ALL PERSONAL								
	PROPERTY, AND ALL PROCEEDS OF SUCH PERSONAL PROPERTY, LOCATED AT,								
	RELATING TO OR USED IN CONNECTION WITH THE REAL PROPERTY COMPRISING								
Registering Agent	Registering Agent								
	ROSE, PERSIKO, RAKOWSKY, MELVIN LLP (RBM/2110291)								
	Address				City	Province	Postal Code		
	390 BAY STREET, SUITE 600				TORONTO	ON	M5H 2Y2		

CONTINUED

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Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	673202583	4	5	6	8	26SEP 2015			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
673202583		002	002		20110926 1633 1862 9664				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	PART LOTS 93 & 94, PLAN 2370, PART 1 ON REFERENCE PLAN 66R-22815, PIN								
	10198-0575 LT, 3443 BATHURST STREET, TORONTO, ONTARIO.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	673202646	5	5	7	8	26SEP 2015			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
673202646		001	002		20110926 1635 1862 9665	P PPSA	4		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	1598490 ONTARIO LIMITED					1598490			
	Address				City	Province	Postal Code		
	123 BANNOCKBURN AVENUE				TORONTO	ON	M5M 2N2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	VECTOR FINANCIAL SERVICES LIMITED								
	Address				City	Province	Postal Code		
	25 IMPERIAL STREET, SUITE 500				TORONTO	ON	M5P 1B9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ASSIGNMENT OF TERM DEPOSITS, GICS, CREDIT BALANCES, COMMERCIAL PAPER,								
	TREASURY BILLS, BANKERS ACCEPTANCES, ACCOUNTS, INSTRUMENTS, MONIES,								
	SECURITIES AND OTHER SIMILAR PERSONAL PROPERTY, AND ALL PROCEEDS OF								
Registering Agent	Registering Agent								
	ROSE, PERSIKO, RAKOWSKY, MELVIN LLP (RBM/2110291)								
	Address				City	Province	Postal Code		
	390 BAY STREET, SUITE 600				TORONTO	ON	M5H 2Y2		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	1598490 ONTARIO LIMITED								
File Currency	06MAY 2013								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	673202646	5	5	8	8	26SEP 2015			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
673202646		002	002		20110926 1635 1862 9665				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation No.			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
	SUCH PERSONAL PROPERTY, OWNED BY THE DEBTOR AND ON DEPOSIT WITH OR								
	OTHERWISE HELD BY THE SECURED PARTY.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

LAST PAGE

Note: All pages have been returned.

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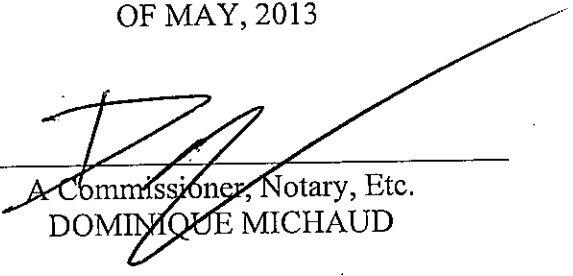
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Last Modified: December 09, 2012

THIS IS **EXHIBIT "L"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

UNDERTAKING

TO: THE EQUITABLE TRUST COMPANY

AND TO: BLANEY McMURTRY LLP, its solicitors

RE: The Equitable Trust Company first mortgage loan to 1598490 Ontario Limited as guaranteed by Chaim Bialostozky relating to 3443 Bathurst Street, Toronto, Ontario (the "Property")

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, we hereby personally undertake as follows:

To obtain and register a Discharge of the Charge/Mortgage registered as Instrument No. AT1760578 in favour of Laurentian Bank of Canada (the "Mortgagee") and the additional collateral security registered as Instrument Nos. AT1760579, AT1899561, AT2250057, and AT2597371 relating thereto;

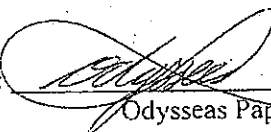
Without limiting the generality of the foregoing, with respect to each mortgage, charge and other instrument referred to above, we personally undertake as follows:

- a) to forthwith cause to be delivered to the Mortgagee the monies due as set forth in the mortgage payout statement of the Mortgagee;
- b) to cause to be registered a proper form of discharge as soon as possible after closing and to forthwith thereafter provide you with registration particulars thereof; and
- c) in the event that we have not obtained the discharge within one hundred and twenty days from the date hereof, to commence and diligently pursue a Court application for an Order discharging such mortgage and, upon such Order being granted, to forthwith register the same on title and advise you of registration particulars.

DATED at Toronto this 6 day of October, 2011.

Meyer, Wassenaar & Banach, LLP

Per:



Odysseas Papadimitriou

UNDERTAKING

TO: THE EQUITABLE TRUST COMPANY
(the "Lender")

AND TO: BLANEY McMURTRY LLP
the Lender's Solicitors

RE: Trez Capital Corporation/The Equitable Trust Company 1st mortgage loan
on 3443 Bathurst Street, Toronto, Ontario (the "Property")

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, we hereby personally undertake as follows:

1. To direct Vector Financial Services Limited to issue and deliver to our firm a certified cheque in favour of the Toronto-Dominion Bank ("TD Bank") in the sum of \$660,000.00 (the "Funds");
2. To deliver the Funds to the TD Bank in order for the TD Bank to issue a Letter of Credit (the "LC") in the sum of \$660,000.00 in favour of the Tarion Warranty Corporation ("Tarion");
3. To arrange for the delivery of the LC to Tarion and the return of Bond No. 3500400 (the "Bond") issued by Lombard General Insurance Company of Canada ("Lombard");
4. To follow up with Lombard, in a timely manner, and to obtain confirmation from Lombard of the cancellation of the Bond; and
5. Upon receipt of such confirmation to cause to be registered complete discharges of: (a) the existing Charge registered as Instrument No. AT1711867 in favour of Lombard, and the related collateral Instruments registered as Nos. AT1763117, AT1899560 and AT2534614; and (b) all existing registrations under PPSA File No. 642728736.

DATED at Toronto this 6 day of October, 2011.

Meyer, Wassenaar & Banach, LLP

Per: 

Odysseas Papadimitriou



~~INNOVATIVE INSURANCE SOLUTIONS®~~

Lombard Canada Ltd.
105 Adelaide Street West
Toronto, Ontario M5H 1P9
Tel: (416) 350-4400 Fax: (416) 350-4106

September 26, 2011

Meyer, Wassenaar & Banach LLP
310-5001 Yonge Street
North York, Ontario M2N 6P6
Canada
Attn: Mr. Joe Fried

Blaney McMurtry
1500-2 Queen Street
Toronto, Ontario
M5C 3G5
Attn: Mr. Robert Cohen

Re: 1598490 Ontario Limited project - The Deloraine

Dear Sirs:

This letter serves to confirm that Lombard Canada has issued Bond No. 3500400 to Tarion Corporation in the amount of \$660,000 in support of the captioned project. This Bond is secured by a mortgage registered as charge no. AT1711867 in the amount of \$700,000.

It is our understanding that our Bond will be replaced by an LC to Tarion. We will advise you as soon as we receive the original Bond from Tarion for cancellation so that you may prepare the discharge of the mortgage for our execution.

Trusting this is satisfactory.

Yours truly,
Lombard Canada

Gracelyn LaLiberté
Senior Account Representative
Risk Solutions

THE EQUITABLE TRUST
COMPANY et al.

Applicants

-and- 1598490 ONTARIO LIMITED

Respondent

Court File No. CV-13-10082-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD
(Volume 1 of 2)

ROBINS, APPLEBY & TAUB LLP
Barristers & Solicitors
120 Adelaide Street West
Suite 2600
Toronto, ON M5H 1T1

Irving Marks LSUC #19979H
imarks@robapp.com
Telephone: 416-360-3329

Dominique Michaud LSUC #56871V
dmichaud@robapp.com
Telephone: 416-360-3795
Facsimile: 416-868-0306

Lawyers for the Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the
Courts of Justice Act, and Section 243 of the *Bankruptcy and Insolvency Act*

B E T W E E N:

THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION

Applicants

and

1598490 ONTARIO LIMITED

Respondent

APPLICATION RECORD
(Volume 2 of 2)

May 10, 2013

ROBINS, APPLEBY & TAUB LLP
Barristers & Solicitors
120 Adelaide Street West
Suite 2600
Toronto, ON M5H 1T1

Irving Marks LSUC #19979H
imarks@robapp.com
Telephone: 416-360-3329

Dominique Michaud LSUC #56871V
dmichaud@robapp.com
Telephone: 416-360-3795
Facsimile: 416-868-0306

Lawyers for the Applicants

TO: 1598490 ONTARIO LIMITED
4116 Bathurst Street
Toronto, ON M3H 3P2

Respondent

AND TO: CHAIM BIALOSTOZKY
123 Bannockburn Avenue
Toronto, ON M5M 2N2

Guarantor

AND TO: VECTOR FINANCIAL SERVICES LIMITED
25 Imperial Street, Suite 500
Toronto, ON M5P 1B9

AND TO: ROSS & BANK
123 John Street, Suite 300
Toronto, ON M5V 2E2

Mark Ross
Telephone: (416) 593-7107 ext. 102
Facsimile: (416) 551-8808

Lawyers for the Purchasers

AND TO: ALAN S. PRICE PROFESSIONAL CORPORATION
901-1200 Eglinton Avenue East
Toronto, ON M3C 1H9

Alan Price
Telephone: (416) 214-2700
Facsimile: (416) 214-5983

Lawyers for Ronen Management Services Inc.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the
Courts of Justice Act, and Section 243 of the *Bankruptcy and Insolvency Act*

B E T W E E N:

THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION

Applicants

and

1598490 ONTARIO LIMITED

Respondent

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TAB	DOCUMENT
1.	Notice of Application
A.	Schedule "A" – Draft Order
B.	Schedule " B" – Legal Descriptions of the Lands
2.	Affidavit of Bruce Roy sworn May 9, 2013
A.	Corporate Profile Report of Trez Capital Corporation
B.	Corporate Profile Report of Equitable Trust Company
C.	Corporate Profile Report of 1598490 Ontario Limited
D.	Copies of PINs for Units at 3443 Bathurst Street, Toronto, Ontario

E.	Copy of Guarantee and Postponement of Claim dated September 23, 2011
F.	Copy of Commitment Letter dated July 22, 2011
G.	Copy of the Lender's Mortgage Statement dated May 7, 2013
H.	Copy of the Charge/Mortgage registered as Instrument Number AT2835630
I.	Copy of the General Notice of Assignment of Rents registered as Instrument Number AT2835631
J.	Copy of the General Security Agreement dated September 23, 2011
K.	Copy of the Lender's PPSA Registration
L.	Undertakings from 1598490 Ontario Limited dated October 6, 2011
M.	Copy of Demand Notice dated March 15, 2012
N.	Copy of BIA Notice dated March 15, 2012
O.	Copy of Forbearance Agreement dated March 28, 2012
P.	Copy of Forbearance Extension Agreement dated November 1, 2012
Q.	Copy of E-mail from Bruce Roy to Finsbury Development et al. dated February 25, 2013
R.	Copy of Letter from F. Sheldon Weinles to Dominique Michaud dated February 27, 2013
S.	Copy of Letter from Dominique Michaud to F. Sheldon Weinles dated February 28, 2013
T.	Copy of E-mail from Sheldon Weinles to Irving Marks dated March 15, 2013
U.	Copy of Letter from Dominique Michaud to F. Sheldon Weinles dated March 26, 2013
V.	Copy of the Appointment Letter dated March 28, 2013
W.	Copy of E-mail from Ira Smith to Chaim Bialostozky dated March 28, 2013
X.	Copy of E-mail from Ira Smith to Morley Greene et al. dated April 3, 2013
Y.	Copy of Letter from Ira Smith to Finsbury Development Corporation dated April 19, 2013

Z.	Copy of Letter from F. Sheldon Weinles to Ira Smith dated April 18, 2013
AA.	Copy of the Project's Condominium Registration dated December 28, 2012
BB.	Copy of the Occupancy Certificates
CC.	Copies of Agreement of Purchase and Sale
DD.	Copies of Mutual Releases
EE.	Copy of E-mail from Ira Smith to Morley Greene et al. dated May 6, 2013
FF.	Copy of Charge/Mortgage Registered as Instrument Number AT2835847
GG.	Copy of the Execution Creditor Search dated May 8, 2013
3.	Consent of Ira Smith Trustee & Receiver Inc. to act as Receiver dated May 7, 2013
4.	Draft Order blacklined to Model Order

THIS IS **EXHIBIT "M"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Robins Appleby & Taub

BARRISTERS/SOLICITORS

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Irving Marks
Direct Line: (416) 360-3329
E-mail: imarks@robapp.com
Fax: (416) 868-0306

Delivered by: Registered Mail and Regular Mail
File No.: 1200107

March 15, 2012

1598490 Ontario Limited
4116 Bathurst Street
Toronto, Ontario
M3H 3P2

Chaim Bialostozky
123 Bannockburn Avenue
Toronto, Ontario
M5M 2N2

Attention: Chaim Bialostozky

Dear Mr. Bialostozky:

Re: Trez Capital Corporation and The Equitable Trust Company (collectively the "Lender") loan to 1598490 Ontario Limited (the "Borrower") (the "Loan")

Further to the letters of Blaney McMurtry LLP dated February 27, 2012 and February 28, 2012, the Borrower is in default of the conditions set out at subparagraphs "c" and "d" of page 8 of the Commitment Letter between the Lender and Borrower dated July 22, 2011 (the "Commitment Letter").

In addition to these acts of default, the Borrower has failed to make payment of the interest payments due and owing on March 1, 2012.

Accordingly, the Lender hereby demands that the Borrower make payment in full of the amount of the loan indebtedness for principal, interest and costs as of March 15, 2012 in the sum of \$6,593,573.75, plus per diem interest in the amount of \$1,518.30 by March 26, 2012. Any additional fees or costs incurred after March 15, 2012, will be added to the loan indebtedness and be payable by March 26, 2012.

In addition, we enclose the Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act*.

If payment is not received by March 26, 2012, the Lender will take whatever steps that are necessary to enforce its rights under the security provided to it pursuant to the Commitment Letter.

Robins Appleby & Taub LLP

Yours very truly,

ROBINS APPLEBY & TAUB LLP

Per:



Irving Marks

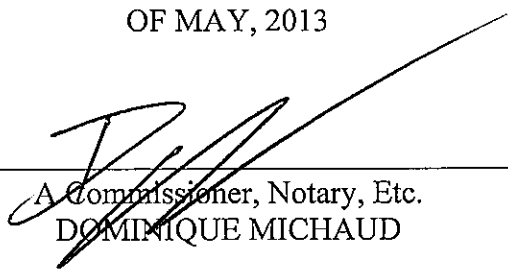
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Encl.

cc: Joe Fried – Meyer Wassenaar & Banach LLP

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THIS IS **EXHIBIT "N"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

NOTICE OF INTENTION TO ENFORCE SECURITY**(Section 244 of the *Bankruptcy and Insolvency Act*)**

TO: 1598490 Ontario Limited
4116 Bathurst Street
Toronto, Ontario
M3H 3P2

AND TO: Chaim Bialostozky
123 Bannockburn Avenue
Toronto, Ontario
M5M 2N2

TAKE NOTICE THAT:

1. Trez Capital Corporation and the Equitable Trust Company, collectively a secured creditor, intends to enforce its security on the property of the insolvent person/corporation described in the attached Schedule "A":
2. The security that is to be enforced is in the form of:
 - (a) Charge/Mortgage between 1598490 Ontario Limited as Chargor and The Equitable Trust Company as Chargee registered as Instrument AT2835630;
 - (b) Notice of Assignments of Rents - General between 1598490 Ontario Limited and The Equitable Trust Company registered as Instrument No. AT2835631;
 - (c) Financing Statement No. 20110909 1637 1862 8395 (Business Debtor - 1598490 Ontario Limited);
 - (d) Financing Statement No. 20110909 1637 1862 8394 (Individual Debtor – Chaim Bialostozky);
 - (e) Guarantee and Postponement of Claim of Chaim Bialostozky dated September 23, 2011;
 - (f) General Security Agreement between The Equitable Trust Company and 1598490 Ontario Limited dated September 23, 2011;
 - (g) Assignment of Material Contracts and Agreements The Equitable Trust Company and 1598490 Ontario Limited dated September 23, 2011;
 - (h) Share Pledge Agreement between Elie Mamane and The Equitable Trust Company dated September 23, 2011; and
 - (i) Assignment of Purchase and Sale Agreements between 1598490 Ontario Limited and The Equitable Trust Company dated September 23, 2011.

3. The total amount of indebtedness secured by the security as March 15, 2012, is \$6,593,573.75 plus per diem interest in the amount of \$1,518.30;
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 15th day of March, 2012.

**TREZ CAPITAL CORPORATION AND THE
EQUITABLE TRUST CORPORATION**

by its solicitors,

ROBINS APPLEBY & TAUB LLP

120 Adelaide St. West

Suite 2600

Toronto, Ontario M5H 1T1

Per: 

Irving Marks

File No. 1200107

Phone: 416-360-3329

Fax: 416-868-0306

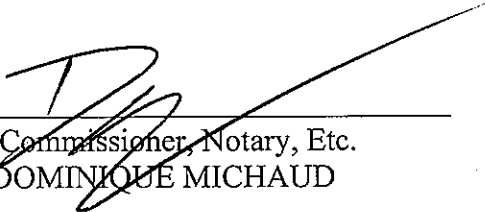
Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the Bankruptcy and Insolvency Act apply to the enforcement of this security.

Schedule "A"

PIN 10198-0575 LT

Description Part of Lots 93 and 94, Plan 2370, City of Toronto, designated as Part 1 on PL 66R-22815, street line of Deloraine Avenue is confirmed by Plan BA1497, NY770229 Plan 11031 subject to an easement in favour of Rogers Cable Communications, Inc. as in AT2458855 and municipally known as 3443 Bathurst Street, Toronto, Ontario.

THIS IS **EXHIBIT "O"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

FORBEARANCE AGREEMENT

THIS AGREEMENT made this 28th day of March 2012

BETWEEN:

**THE EQUITABLE TRUST COMPANY and TREZ
CAPITAL CORPORATION**

OF THE FIRST PART

AND:

1598490 ONTARIO LIMITED

(hereinafter the "**Borrower**")

OF THE SECOND PART

AND:

CHAIM BIALOSTOZKY

(hereinafter the "**Guarantor**")

OF THE THIRD PART

WHEREAS the Borrower is the registered owner of those lands and premises located 3443 Bathurst Street, Toronto, Ontario (the "**Property**");

AND WHEREAS the Borrower and Guarantor entered into a Commitment Letter dated July 22, 2011 (the "**Commitment**"), issued by Trez Capital Corporation ("**Trez**") on behalf of the Equitable Trust Company (the "**Lender**"), wherein the Lender agreed to loan the principal sum of \$8,352,000.00 on the terms and conditions set out in the Commitment (the "**Loan**");

AND WHEREAS the Borrower obtained the Loan to discharge existing financing and obtain a first mortgage to complete the building and marketing and sale of a 23 unit residential condominium building located on the Property (the "**Project**");

AND WHEREAS as security of the Loan, the Borrower and the Guarantor, as applicable, executed the security as set out in Schedule "A" (the "**Security**"), on the terms and conditions set forth therein, including the mortgage registered against the Property in first priority as instrument number AT2835630 (the "**Lender's Mortgage**");

AND WHEREAS Vector Financial Services Limited ("**Vector**") has a second mortgage registered against the Property as instrument number AT2835847 (the "**Vector Mortgage**");

AND WHEREAS the Guarantor, in consideration for and as a condition of the Loan,

provided an unlimited guarantee in respect of the repayment of all monies secured by the Security by way of Guarantee and Postponement of Claim dated September 21, 2011 (the "Guarantee");

AND WHEREAS the Lender has demanded repayment of Loan by letters dated February 27, 2012, February 28, 2012 and March 15, 2012 (the "Demand Notice");

AND WHEREAS the Lender has delivered to the Borrower and the Guarantor a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* dated March 15, 2012 (the "BIA Notice");

AND WHEREAS the Lender has agreed to forbear from taking any further steps to enforce the Security held by the Lender on the terms and conditions set forth herein until November 1, 2012 (the "Forbearance Date");

AND WHEREAS the Lender is in no way waiving its rights to continue to enforce its Demand Notice and enforcement of the Security, upon the earlier termination of the Forbearance Period (defined below), and a Forbearance Terminating Event (defined below); and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Borrower and Guarantor to the Lender and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

ARTICLE 1.00- RECITALS AND ACKNOWLEDGEMENTS

- 1.1 The parties hereto acknowledge and confirm the recitals are true and accurately set out the facts relative to the Loan and Security.
- 1.2 The Borrower and Guarantor acknowledge that as of February 1, 2012, the Borrower was indebted to the Lender in the aggregate amount \$6,493,849.73 plus accrued and ongoing interest and reasonable costs accruing after February 1, 2012 and the fees in Article 4 below (collectively, the "Indebtedness"), without right of set-off or defense or equity which would reduce the amounts currently owing, and notwithstanding the provisions of the *Limitations Act, 2002*, based on their current knowledge or what they ought to know in the circumstances.
- 1.3 The Borrower and Guarantor acknowledge that the Borrower is in default of its obligations to the Lender as set out in the Demand Notice.
- 1.4 The Borrower and Guarantor further acknowledge that the Lender is entitled to terminate the Loan and no further credit is available to the Borrower thereunder.
- 1.5 The Borrower and Guarantor acknowledge that the Security for the Indebtedness provided by each of them is valid and enforceable by the Lender in accordance with its respective terms without defence or right of set-off or equity, as of the date hereof, and that the Lender shall be free to exercise its rights under the Security at the end of the Forbearance Period (defined below) or upon a Forbearance Terminating Event (defined

below), without interference, objection or action by the Borrower or Guarantor in respect of the validity or enforceability of the Security and that the Lender is relying upon this acknowledgement in providing its agreement as set forth herein.

- 1.6 The Borrower and the Guarantor hereby consent to the terms of the Lender's forbearance and other accommodations as set out herein. The Borrower and the Guarantor specifically acknowledge that they have, as of the date hereof, no defences, counterclaims or rights of set-off or reduction to any claims which might be brought by the Lender under the security granted by the Borrower or the Guarantor to the Lender or in respect of the, notwithstanding the provisions of the *Limitations Act, 2002*.
- 1.7 The Borrower and the Guarantor hereby agree that, upon the execution of this Agreement, they shall each absolutely and irrevocably release the Lender, its officers, directors, employees, solicitors and agents (the "**Releasees**") of and from any and all claims which they may have in respect of the Default against the Releasees up to and including the date hereof including, without limitation, any actions taken by the Lender in dealing with the Borrower, the Guarantor, the Loan or with the administration of the Borrower's accounts with the Lender.
- 1.8 The parties hereto acknowledge and agree that subparagraph (e) of the conditions precedent for subsequent advances under section 22 of the Commitment (top of page 9 of the Commitment) dealing with the advance of up to \$1,000,000.00 for repayment of a loan by White Gate Financial, and all other provisions of the Security related to the same, are hereby deleted and the said advance shall not be made.
- 1.9 The Guarantor hereby certifies that the most recent net worth statement provided by him to Trez and the Lender remains accurate.

ARTICLE 2.00- COVENANTS

2.1 During the Forbearance Period, the Borrower and the Guarantor:

- (a) shall, upon execution of this Agreement, enter into an agreement with Vector to amend and increase the Vector Mortgage (the "**Commitment Amending Letter**"), on terms satisfactory to Trez;
- (b) shall, pay interest under the Loan, in the sum of \$90,488.07 as of March 31, 2012 upon execution of this Agreement;
- (c) agrees that interest owing during the balance of the Forbearance Period is to be paid monthly on the first day of each month;
- (d) shall pay the Lender's legal fees incurred in connection with this Agreement upon execution of this Agreement;
- (e) shall complete the following steps to complete the construction and sale of the units in the Project (the "**Units**"), within the scope of the existing construction

budget to be verified by the quantity surveyor, in accordance with on the following timetable (the "Completion Timetable"):

Step	Deadline Date	Required Action
1	April 15, 2012	Complete the construction of the common areas to a standard approved by the Lender, acting reasonably.
2	April 15, 2012	Complete construction of the model suite and clean the entire building ready for marketing to a standard approved by the Lender, acting reasonably.
3	April 15, 2012	Upon completion of steps 1 and 2, open sales office and commence marketing launch of the Project.
4	June 30, 2012	Achieve unconditional sales of at least 5 Units.
5	June 30, 2012	Complete the paving of the parking area with a base coat of asphalt to a standard approved by the Lender, acting reasonably.
6	July 31, 2012	Achieve unconditional sales of at least an additional 5 Units (total of 10 Units).
7	September 30, 2012	Achieve unconditional sales of at least an additional 3 Units (total of 13 Units).
8	September 30, 2012	Complete condominium registration of the Project.
9	November 1, 2012	Complete the closing of the sale of 13 Units commencing September 30, 2012.
10	November 1, 2012	Make payment in full of the Indebtedness, owing to the Lender, including all interest, legal all other fees referred to in Article 4 and costs owing pursuant to the Commitment and this Agreement.

- (f) agrees that purchase agreements entered into pursuant to the Completion Timetable shall require a 20% deposit to held in trust by the Borrower's lawyers, Meyer, Wassenaar & Banach LLP, or by the lawyers acting for any receiver appointed by Vector;
- (g) agrees not to make any payments of any kind to shareholders or related parties to the Borrower and Guarantor, without the consent of the Lender, in its sole discretion;
- (h) shall maintain and preserve the Project (collectively, the "Assets");
- (i) shall maintain in good standing all insurance policies on the Project;
- (j) shall pay all reasonable legal fees, expenses or disbursements made by or incurred by or on behalf of the Lender in connection with the Loan including, without limitation, issuance of demands, review of the Security, preparation of this Agreement, and any action to monitor, advise, enforce or collect the Loan, or enforce any obligations of the Borrower under this Agreement or otherwise;

- (k) shall not commit or permit any further breach of the Commitment or any other agreements, which the Borrower has with the Lender;
- (l) shall not create or permit to exist any further mortgage, hypothec, charge, pledge, lien, encumbrance or other security interest or allow to arise (other than in the ordinary course of business and other than inchoate liens for taxes not yet due) any statutory trust, upon or against the undertaking, property or assets of the Borrower or any part thereof;
- (m) shall not make a proposal, or apply for, or seek, relief from its creditors, under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act*, or any other legislation granting relief from creditors, without first delivering to the Lender two (2) Business Days prior written notice of any such proposed action, unless the prior written consent of the Lender is obtained;
- (n) shall ensure that all amounts which the Borrower is required to remit under any statute including, without limitation, the *Employment Insurance Act*, *Canada Pension Plan*, *Income Tax Act*, *Excise Tax Act*, *Workplace Safety and Insurance Act* or any other like statute giving rise to a statutory lien or deemed trust, are remitted as the same become hereafter due and payable and provide the Lender with evidence of same forthwith after payout;
- (o) until the Indebtedness owing to the Lender has been fully repaid, shall make no payments to any other lender or creditor in connection with the Project except for:
 - (i) payment to Vector Management Limited of \$300,000.00 as referred to in clause 5(a)(i) of the Commitment Amending Letter; (ii) payment to Vector of interest due and coming due under the Vector Mortgage from advances made by Vector; (iii) payment of all fees and other charges of the receiver to be appointed as referred to in the Commitment Amending Letter; (iv) proper payments to trades or consultants providing services and/or materials to the Project; and (v) payment of all legal and other professional costs incurred by or on behalf of Vector;
- (p) shall fulfill and perform, and not commit or permit a breach of, the provisions of this Agreement;
- (q) shall maintain the corporate existence of the Borrower as a valid and subsisting corporate entity;
- (r) the Borrower shall comply with all applicable environmental laws, which include, but are not limited to, any applicable law respecting the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of hazardous materials or substances, respecting the ownership and operation of its business; and
- (s) shall not make, allow, accept or approve the repayment of any amounts owing by the Borrower to any 'related person' as such term is defined under the *Bankruptcy and Insolvency Act*.

ARTICLE 3.00- LENDER COVENANTS AND ACKNOWLEDGEMENTS

- 3.1 The Lender agrees to forbear from taking any further action to enforce the Security or to initiate any proceedings to petition the Borrower or the Guarantor into bankruptcy, save and except as set out herein, during the Forbearance Period, defined as the period commencing on the date of this Agreement and ending on the earlier of (i) the Forbearance Date or (ii) the occurrence of a Forbearance Terminating Event (defined below) (the "Forbearance Period").

ARTICLE 4.00- FEES

- 4.1 All reasonable legal fees and professional fees and disbursements incurred, or to be incurred, by the Lender in connection with the Borrower, including, without limitation, in connection with the operation and enforcement of this Agreement or the Security, are for the account of the Borrower and shall be added to the Indebtedness and secured by the Security.
- 4.2 The Borrower shall pay to the Lender in consideration of this Agreement, and the indulgences granted by the Lender:
- (a) a fee in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Forbearance Fee") which Forbearance Fee is agreed to be fully earned by the Lender upon the execution of this Agreement by the Borrower. The Forbearance Fee shall be added to the Indebtedness and secured by the Security and become due and payable on the Forbearance Date or earlier date of payment of the Indebtedness. The Lender agrees to reduce the Forbearance Fee to \$25,000.00 in the event there is no default under this Agreement; and
 - (b) a monthly administration fee in the amount of six thousand dollars (\$6,000.00) per month that shall be added to the Indebtedness monthly on the first day of each month and secured by the Security and become payable on the Forbearance Date or earlier date of payment of the Indebtedness (the "Default Administration Fee"). The Lender agrees to reduce the Administration Fee to \$3,000.00 per month in the event there is no default under this Agreement.

ARTICLE 5.00- DEFAULT

- 5.1 The Borrower and Guarantor confirm that they have previously received the Demand Notice and that in the event of:
- (a) Any monetary default under this Agreement, the Commitment or the Security which is not cured within 2 days of written notice from the Lender to the Borrower and Vector detailing the breach;
 - (b) A breach of any of the terms of this Agreement, the Commitment or the Security other than monetary default, including the deadlines set out in the Completion

Timetable in Article 2.1 (e), which is not cured within 7 days written notice from the Lender to Borrower and Vector detailing the breach;

- (c) Except where such proceeding is dismissed or otherwise resolved in favour of the Borrower within 30 days after commencement of the same, any proceeding against or affecting the Borrower (i) seeking to adjudicate it as a bankrupt; (ii) seeking liquidation, dissolution, winding up; or (iii) seeking appointment of a receiver, bankruptcy, trustee, agent, custodian or other similar official for it or for a substantial part of its property and assets, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or the making of a proposal with respect to or under any law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debt;
- (d) An execution, writ of seizure and sale, or sequestration of any other like process which becomes enforceable against the Borrower or a distress or analogous process is levied upon any of its assets;
- (e) Any statement, certification, representation or warranty made by the Borrower to the Lender which is false, misleading or incorrect in any material respect as at the time at which it is made;
- (f) A cessation of the Borrower's business in the ordinary course;
- (g) Any action or proceeding is threatened or commenced which brings into issue the validity or enforceability of the Lender's security;
- (h) Any seizure or attempted seizure by any creditor, secured, unsecured or preferred, or any government or agent thereof, of any material property or assets of the Borrower;
- (i) Any material deterioration, in the opinion of the Lender acting reasonably, in the value of the assets and property of the Borrower or in the realizable value of the Lender's security or in the priority of the Lender's security.

(each of which shall be referred to as a **"Default"** or a **"Forbearance Terminating Event"**) then, the Lender may enforce its rights to seek immediate repayment of the Loan pursuant to the Demand Notice, including immediately terminating this Agreement, exercising any and all rights under the Security held by it without further notice to the Borrower or Guarantor. In particular, without limiting the generality of the foregoing, the Lender may immediately in any of such events appoint a private receiver and manager (the **"Receiver"**) as designated by the Lender or seek the appointment of a Receiver by the court on behalf of the Borrower in respect of all assets and undertakings of the Borrower in accordance with the terms of the Security. The Borrower hereby consents to the appointment of a private or court appointed Receiver and covenants not to take any steps to oppose or interfere with such appointment and to provide all reasonable assistance, access to all books, records, assets and documents of the Borrower to permit such Receiver to properly fulfil its duties.

- 5.2 The Lender may waive in writing any Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any or other subsequent Default.

ARTICLE 6.00- GENERAL

- 6.1 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

- 6.2 Time shall be of the essence of this Agreement and every part hereof.

- 6.3 The following Schedules are attached hereto and form part of the Agreement:

Schedule "A" - List of Security.

Schedule "B" - Certificate of Independent Legal Advice (defined below)

- 6.4 Upon the expiry of the Forbearance Period or upon the occurrence of a Default, which is continuing and has not been cured within the time permitted, this Agreement shall terminate and the Lender shall be entitled to proceed to take such steps as it may deem necessary to collect the Indebtedness.
- 6.5 No delay or omission on the part of the Lender in exercising any right or remedy shall operate as a waiver thereof, and any waiver of the rights given to the Lender hereunder or under the Commitment or the Lender's Security shall only be effective and binding upon the Lender if specifically given in writing by the Lender to the Borrower.
- 6.6 This Agreement constitutes the entire agreement between the Borrower and the Lender as to the matters dealt with herein. There are not, and shall not be, any oral statements, representations, warranties, undertakings or Agreements between the Lender and the Borrower.
- 6.7 The Borrower shall from time to time and at all times hereafter, at every reasonable request of the Lender, make, do, execute and delivery, or cause to be made, done, executed and delivered, all such further acts, deeds and assurances and things as may be necessary or desirable in the opinion of the Lender for more effectually implementing the true intent and meaning of this Agreement.
- 6.8 The provisions hereof shall operate and apply without prejudice to any rights which the Lender may now or in the future have in respect of the Loan, or other liabilities, indebtedness or obligations, whether direct or indirect, matured or not, contingent or otherwise, of the Borrower or the Guarantor to the Lender.
- 6.9 In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.

- 6.10 This Agreement is being made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.
- 6.11 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts and each of such counterparts shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document. A party may deliver this Agreement by telecopy transmission and the signature of such party so delivered may be relied upon by the other parties as though an original.
- 6.12 Save as amended herein all other terms and provisions of the Commitment remain in full force and effect.
- 6.13 The Borrower and Guarantor have obtained independent legal advice with respect to the terms and conditions of this Agreement. The Borrower and Guarantor will provide a Certificate of Independent Legal Advice ("**Certificate of Independent Legal Advice**") in the form attached hereto as Schedule "B" upon execution of this Agreement.
- 6.14 All notices or other communications to be given pursuant to or in connection with this Agreement shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or by facsimile transmission and email addressed as follows:

(a) **To the Borrower:**

Attention: Joe Fried

Meyer, Wassenaar & Banach LLP
301-5001 Yonge St.,
Toronto, Ontario, M2N 6R9

jfried@Mwb.ca

Fax: 416-223-9405

(b) **To the Lender:**

Attention: Irving Marks and Dominique Michaud

Robins Appleby & Taub LLP
120 Adelaide Street West, Suite 2600
Toronto, Ontario, M5H 1T1

imarks@robapp.com
dmichaud@robapp.com

Fax: 416-868-0306

(c) **To Vector:**

Attention: Mickey Baratz

25 Imperial Street, Suite 500
Toronto, Ontario, M5P 1B9

mickey@vectormanagement.com

Fax: 416-483-9763


Any notice given by personal delivery shall be deemed to have been received on the day of and at the time of such delivery, provided that if such day is not a business day, then such notice shall be deemed to have been received at 9:00 a.m. on the next following business day. Any notice given by facsimile transmission or email transmission shall be deemed to have been received, in the absence of evidence to the contrary, on the day of and one (1) hour after the time of its transmission. A read receipt in respect of any notice given by email transmission shall constitute rebuttable presumptive evidence that such notice was received by the party intended to receive it. Any notice given by registered mail shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery, facsimile transmission or email transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery, facsimile transmission or email transmission. Any party may from time to time, by notice given as provided herein, change its mailing address, email address or fax number for the purposes of this provision.

- 6.15 This Agreement shall be open for acceptance by the Borrower and the Guarantor until 5:00 p.m., March 28, 2012, failing which it shall be deemed null and void and without further force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY


Ron Tratch

VP, Commercial Credit

Title:


Kasey Chauhan

Director, Commercial Credit

I/We have authority to bind the corporation

TREZ CAPITAL CORPORATION

Per: _____

Name:

Title:

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____

Name:

Title:

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

TREZ CAPITAL CORPORATION

Per:  _____
Name: _____
Title: _____

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY

Per: _____

Name:

Title:

I/We have authority to bind the corporation

TREZ CAPITAL CORPORATION

Per: _____

Name:

Title:

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____

Name: Chaim Bialostozky

Title:

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____

SCHEDULE "A"**SECURITY**

- a. Commitment Letter between Trez Capital Corporation and 1598490 Ontario Limited dated July 22, 2011.
- b. Mortgage/ Charge Instrument No. AT2835630 between The Equitable Trust Company as Chargee and 1598490 Ontario Limited as Chargor.
- c. Notice of Assignments of Rents- General, Instrument No. AT2835631 between 1598490 Ontario Limited and The Equitable Trust Company.
- d. Financing Statement No. 20110909 1637 1862 8395 (Business Debtor - 1598490 Ontario Limited).
- e. Financing Statement No. 20110909 1637 1862 8394 (Individual Debtor – Chaim Bialostozky).
- f. Guarantee and Postponement of Claim of Chaim Bialostozky dated September 23, 2011.
- g. General Security Agreement between The Equitable Trust Company and 1598490 Ontario Limited dated September 23, 2011.
- h. Assignment of Material Contracts and Agreements The Equitable Trust Company and 1598490 Ontario Limited dated September 23, 2011.
- i. Share Pledge Agreement between Elie Mamane and The Equitable Trust Company dated September 23, 2011.
- j. Assignment of Purchase and Sale Agreements between 1598490 Ontario Limited and The Equitable Trust Company dated September 23, 2011.

SCHEDULE "B"**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

TO: **The Equitable Trust Company ("ETC") and Trez Capital Corporation**
 (collectively the "Lender")

AND TO: **Meyer, Wassenaar & Banach, llp ("MWB") & Joseph Fried ("Fried")**

WHEREAS the Borrower is the registered owner of those lands and premises located 3443 Bathurst Street, Toronto, Ontario (the "**Property**");

AND WHEREAS the Borrower and Guarantor entered into a Commitment Letter dated July 22, 2011 (the "**Commitment**"), issued by Trez Capital Corporation ("**Trez**") on behalf of the Equitable Trust Corporation (the "**Lender**"), wherein the Lender agreed to loan the principal sum of \$8,352,000.00 on the terms and conditions set out in the Commitment (the "**Loan**") secured, inter alia by a first mortgage registered against the Property;

AND WHEREAS the Lender has demanded repayment of Loan by letters dated February 27, 2012, February 28, 2012 and March 15, 2012 (the "**Demand Notice**");

AND WHEREAS the Lender has delivered to the Borrower and the Guarantor a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* dated March 15, 2012 (the "**BIA Notice**");

AND WHEREAS the Borrower and Guarantor wish to retain MWB and Fried to act for them in respect of the Default and the Forbearance Agreements (as such terms are hereinafter defined) and all agreements resulting therefrom, notwithstanding their continuing relationship with ETC;

I, _____, hereby declare that I have been consulted the Borrower and the Guarantor as to the liability which the Borrower and Guarantor would incur by taking the following action, that is, signing:

- (a) the Forbearance Agreement between The Equitable Trust Corporation, Trez Capital Corporation, 1598490 Ontario Limited and Chaim Bialostozky dated March 26, 2012.

(the "**Forbearance Agreement**");

and have also been consulted by the Guarantor in respect of the Demand Notice and the BIA Notice (collectively the "**Default**")

and that I have advised the Borrower and Guarantor fully as to the effect of the said action and the liability which the Borrower and Guarantor would incur in entering into the Forbearance Agreement, the manner in which such liability could be enforced and the possible consequences and ramifications if the Borrower and Guarantor fail to enter into the Forbearance Agreement due to their Default; and that the Borrower and Guarantor understand the nature and effect of the liability which would arise from the taking by the Borrower and Guarantor of the said actions, or the failure of taking such actions; and I hereby further declare that:

- a) I have given this advice to the Borrower and Guarantor, as solicitor for the Borrower and Guarantor and in the Borrower and Guarantor's interest only and without regard to or consideration for the interests of the Lender,
- b) that I have never given any legal advice to the Lender in connection with this matter;
- c) the Borrower and Guarantor have executed the Forbearance Agreement in my presence only and no other person was present;
- d) the Borrower and Guarantor appear to have executed the Forbearance Agreement without any threat of compulsion, or any undue influence from third parties; and
- e) I have satisfied myself that the Borrower and Guarantor are fully aware of MWB's and Fried's continuing relationship with ETC and have retained MWB and Fried of their own free will without any threat of compulsion or any undue influence from any third parties, including ETC.

DATED at _____, Ontario, this ____ day of _____, 2012

ACKNOWLEDGEMENT

I hereby acknowledge and declare that all the above-noted statements are true and correct, that neither the Lender nor any of its officers, employees or agents have used any compulsion or made any threat or exercised any undue influence to induce me to take the actions mentioned in the above-noted certificate, and that _____, the solicitor who executed the above-noted certificate, in advising me as stated therein, was consulted by me as my personal solicitor and in my own interest only.

DATED at _____, Ontario, this ____ day March, 2012

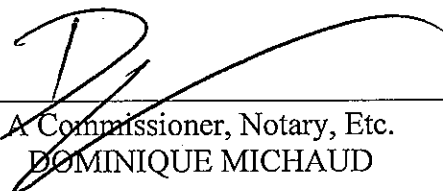
1598490 Ontario Limited

I have authority to bind the corporation

DATED at _____, Ontario, this ____ day March, 2012

Chaim Bialostozky

THIS IS **EXHIBIT "P"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

FORBEARANCE EXTENSION AGREEMENT

THIS AGREEMENT made this 1st of November 2012

BETWEEN:

**THE EQUITABLE TRUST COMPANY and TREZ
CAPITAL CORPORATION**

OF THE FIRST PART

AND:

1598490 ONTARIO LIMITED

(hereinafter the "**Borrower**")

OF THE SECOND PART

AND:

CHAIM BIALOSTOZKY

(hereinafter the "**Guarantor**")

OF THE THIRD PART

WHEREAS the Borrower is the registered owner of those lands and premises located 3443 Bathurst Street, Toronto, Ontario (the "**Property**");

AND WHEREAS the Borrower and Guarantor entered into a Commitment Letter dated July 22, 2011 (the "**Commitment**"), issued by Trez Capital Corporation ("**Trez**") on behalf of the Equitable Trust Company (the "**Lender**"), wherein the Lender agreed to loan the principal sum of \$8,352,000.00 on the terms and conditions set out in the Commitment (the "**Loan**");

AND WHEREAS the Borrower obtained the Loan to discharge existing financing and obtain a first mortgage to complete the building and marketing and sale of a 23 unit residential condominium building located on the Property (the "**Project**");

AND WHEREAS as security of the Loan, the Borrower and the Guarantor, as applicable, executed the security as set out in Schedule "A" (the "**Security**"), on the terms and conditions set forth therein, including the mortgage registered against the Property in first priority as instrument number AT2835630 (the "**Lender's Mortgage**");

AND WHEREAS Vector Financial Services Limited ("**Vector**") has a second mortgage registered against the Property as instrument number AT2835847 (the "**Vector Mortgage**");

AND WHEREAS the Guarantor, in consideration for and as a condition of the Loan, provided an unlimited guarantee in respect of the repayment of all monies secured by the

Security by way of Guarantee and Postponement of Claim dated September 21, 2011 (the "**Guarantee**");

AND WHEREAS the Lender demanded repayment of Loan by letters dated February 27, 2012, February 28, 2012 and March 15, 2012 (the "**Demand Notice**");

AND WHEREAS the Lender delivered to the Borrower and the Guarantor a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* dated March 15, 2012 (the "**BIA Notice**");

AND WHEREAS the Lender agreed to forbear from taking any further steps to enforce the Security held by the Lender until November 1, 2012 (the "**Forbearance Date**") on the terms and conditions set forth in the Forbearance Agreement between the Lender, Trez, the Borrower and the Guarantor dated March 28, 2012 (the "**Forbearance Agreement**");

AND WHEREAS the Borrower is in default of Forbearance Agreement as it failed to meet the completion milestones as set out in Article 2.1 (e) of the Forbearance Agreement (the "**Forbearance Agreement Default**");

AND WHEREAS the Borrower has requested an extension of the Forbearance Date until February 1, 2013 (the "**Forbearance Extension Period**");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TEN DOLLARS (\$10.00) now paid by the Borrower and Guarantor to the Lender and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree to extend the Forbearance Agreement on the following terms:

1. The Forbearance Date as defined on page 2 of the Forbearance Agreement shall be extended to February 1, 2013.

2. Article 2.1 (c) of the Forbearance Agreement shall be replaced with the following:

"agrees that interest during the balance of the Forbearance Period is to be paid monthly on the first day of each month. For clarification, the interest for the months of October 2012, November 2012 and December 2012 will be calculated at the rate applicable for the first twelve months of the term of the Loan. The interest for the month of January 2013 and thereafter will be calculated at the rate of 25% per annum."

3. Article 2.1 (e) of the Forbearance Agreement shall be replaced with the following:

"shall complete the following steps to complete the construction and sale of the units in the Project (the "**Units**"), within the scope of the existing construction budget to be verified by the quantity surveyor, in accordance with on the following timetable (the "**Completion Timetable**):

Step	Deadline Date	Required Action
1	April 15, 2012	Complete the construction of the common areas to a standard approved by the Lender, acting reasonably.
2	April 15, 2012	Complete construction of the model suite and clean the entire building ready for marketing to a standard approved by the Lender, acting reasonably.
3	April 15, 2012	Upon completion of steps 1 and 2, open sales office and commence marketing launch of the Project.
4	June 30, 2012	Achieve unconditional sales of at least 5 Units.
5	June 30, 2012	Complete the paving of the parking area with a base coat of asphalt to a standard approved by the Lender, acting reasonably.
6	July 31, 2012	Achieve unconditional sales of at least an additional 5 Units (total of 10 Units).
7.	December 15, 2012	Achieve unconditional sales of at least an additional 5 Units (total of 15 Units).
8.	January 15, 2012	Complete condominium registration of the Project.
9.	February 1, 2013	Complete the closing of the sale of 15 Units commencing December 31, 2012.
10.	February 1, 2013	Make payment in full of the Indebtedness, owing to the Lender, including all interest, legal all other fees referred to in Article 4 and costs owing pursuant to the Commitment and this Agreement.

4. Article 6.14(a) of the Forbearance Agreement shall be replaced with the following:

To the Borrower:

Attention:

Sheldon Weinles
104 Caribou Road,
Toronto, Ontario, M5N 2A9

sheldonweinles@rogers.com

Fax: 416-780-1331

5. All other terms of the Forbearance Agreement shall remain unchanged and in force.
6. It is acknowledged and agreed by the Borrower and Guarantor that the Borrower caused the Forbearance Agreement Default and accordingly:
- the full amount of the \$50,000.00 fee as stipulated in Article 4.2 (a) of the Forbearance Agreement (the "Forbearance Fee") will remain added to Borrower's indebtedness and will not be reduced; and

- b. the full amount of the \$6,000.00 monthly fee stipulated in Article 4.2 (b) of the Forbearance Agreement (the "**Default Administration Fee**") will remain added to the Borrower's indebtedness for the 7 month period from April 1, 2012 to November 1, 2012 and will not be reduced.
7. It is acknowledged and agreed by the Borrower and Guarantor that Article 4.2 (b) of the Forbearance Agreement shall remain in effect during the Forbearance Extension Period and the Lender will agree to reduce the Default Administration Fee to \$3,000 per month for the months during the Forbearance Extension Period provided there is no further default during the Forbearance Extension Period.
8. It is acknowledged and agreed by the Borrower and Guarantor that all reasonable legal fees and professional fees and disbursements incurred by the Lender in connection with the Borrower, including, without limitation, in connection with the operation and enforcement of this Agreement are to be paid to the Lender upon execution this Agreement.
9. It is acknowledged and agreed by the Borrower that the Borrower shall pay to the Lender in consideration of this Agreement, and the indulgences granted by the Lender a fee in the amount of Sixteen Thousand Dollars (\$16,000.00) (the "**Extension Fee**") which Extension Fee is agreed to be fully earned by the Lender upon the execution of this Agreement by the Borrower. The Extension Fee shall paid to the Lender upon execution into this Agreement.
10. This Agreement shall be binding upon and enure the benefit of the parties hereto and their respective successors and assigns.
11. The Borrower and Guarantor have obtained independent legal advice with respect to the terms and conditions of this Agreement. The Borrower and Guarantor will provide a Certificate of Independent Legal Advice ("**Certificate of Independent Legal Advice**") in the form attached hereto as Schedule "A" upon execution of this Agreement.
12. This Agreement is being made in the Province of Ontario and shall be construed, interpreted and performed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.
13. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts and each of such counterparts shall be deemed to be an original document and such counterparts, taken together, shall constitute one and the same document. A party may deliver this Agreement by telecopy transmission and the signature of such party so delivered may be relied upon by the other parties as though an original.
14. This Agreement shall be open for acceptance by the Borrower and the Guarantor until 12:00 p.m., November 1, 2012, failing which it shall be deemed null and void and without further force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY

Per: _____

Name: Kasey Oranien

Title: Director, Commercial Credit

I/We have authority to bind the corporation

Ron Tratch
vp Commercial Credit

TREZ CAPITAL CORPORATION

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____

Name: _____

Title: _____

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____


IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

TREZ CAPITAL CORPORATION

Per: 
Name: Ken Lai
Title: Vice President

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above written.

THE EQUITABLE TRUST COMPANY

Per: _____

Name:

Title:

I/We have authority to bind the corporation

TREZ CAPITAL CORPORATION

Per: _____

Name:

Title:

I/We have authority to bind the corporation

1598490 ONTARIO LIMITED

Per: _____ 

Name:

Title:

I/We have authority to bind the corporation

CHAIM BIALOSTOZKY

Per: _____ 

SCHEDULE "A"CERTIFICATE OF INDEPENDENT LEGAL ADVICE

TO: The Equitable Trust Company ("ETC") and Trez Capital Corporation
(collectively the "Lender")

WHEREAS the Borrower is the registered owner of those lands and premises located 3443 Bathurst Street, Toronto, Ontario (the "Property");

AND WHEREAS the Borrower and Guarantor entered into a Commitment Letter dated July 22, 2011 (the "Commitment"), issued by Trez Capital Corporation ("Trez") on behalf of the Equitable Trust Corporation (the "Lender"), wherein the Lender agreed to loan the principal sum of \$8,352,000.00 on the terms and conditions set out in the Commitment (the "Loan") secured, inter alia by a first mortgage registered against the Property;

AND WHEREAS the Lender demanded repayment of Loan by letters dated February 27, 2012, February 28, 2012 and March 15, 2012 (the "Demand Notice");

AND WHEREAS the Lender delivered to the Borrower and the Guarantor a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* dated March 15, 2012 (the "BIA Notice");

AND WHEREAS the Lender agreed to forbear from taking any further steps to enforce the Security held by the Lender until November 1, 2012 (the "Forbearance Date") on the terms and conditions set forth in the Forbearance Agreement between the Lender, Trez, the Borrower and the Guarantor dated March 28, 2012 (the "Forbearance Agreement");

I, _____, hereby declare that I have been consulted the Borrower and the Guarantor as to the liability which the Borrower and Guarantor would incur by taking the following action, that is, signing:

- (a) the Forbearance Extension Agreement between The Equitable Trust Corporation, Trez Capital Corporation, 1598490 Ontario Limited and Chaim Bialostozky dated _____, 2012.

(the "Forbearance Extension Agreement");

and that I have advised the Borrower and Guarantor fully as to the effect of the said action and the liability which the Borrower and Guarantor would incur in entering into the Forbearance Extension Agreement, the manner in which such liability could be enforced and the possible consequences and ramifications if the Borrower and Guarantor fail to enter into the Forbearance Extension Agreement due to their Default; and that the Borrower and Guarantor understand the

nature and effect of the liability which would arise from the taking by the Borrower and Guarantor of the said actions, or the failure of taking such actions; and I hereby further declare that:

- a) I have given this advice to the Borrower and Guarantor, as solicitor for the Borrower and Guarantor and in the Borrower and Guarantor's interest only and without regard to or consideration for the interests of the Lender,
- b) the Borrower and Guarantor have executed the Forbearance Extension Agreement in my presence only and no other person was present;
- c) the Borrower and Guarantor appear to have executed the Forbearance Extension Agreement without any threat of compulsion, or any undue influence from third parties.

DATED at _____, Ontario, this ____ day of _____, 2012

ACKNOWLEDGEMENT

I hereby acknowledge and declare that all the above-noted statements are true and correct, that neither the Lender nor any of its officers, employees or agents have used any compulsion or made any threat or exercised any undue influence to induce me to take the actions mentioned in the above-noted certificate, and that **Sheldon Weinles**, the solicitor who executed the above-noted certificate, in advising me as stated therein, was consulted by me as my personal solicitor and in my own interest only.

DATED at _____, Ontario, this ____ day _____, 2012

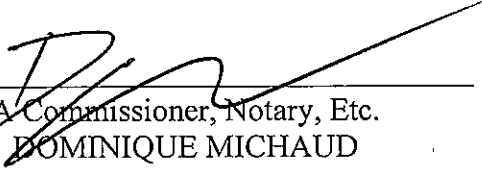

 1598490 Ontario Limited

I have authority to bind the corporation

DATED at _____, Ontario, this ____ day _____, 2012


 Chaim Bialostozky

THIS IS **EXHIBIT "Q"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Dominique Michaud

From: Bruce Roy [BruceR@trezcapital.com]
Sent: February 25, 2013 2:25 PM
To: FINSBURY DEVELOPMENT; Michael (Mickey) Baratz (mickey@vectormanagement.com)
Cc: Ken Lai; Morley Greene; Michael J.R. Nisker; Dominique Michaud
Subject: Deloraine
February 25, 2013

Without Prejudice

Mickey/ Chaim - The Forbearance Extension Agreement has expired February 1, 2013, Trez is currently two months in arrears at the 25% interest rate. Arrears of this magnitude cannot continue without Trez moving decisively to protect their investor's interests. Trez requires, at the very least, payment of two months interest at the 25% rate plus a firm understanding when the unit sale closings will occur. Trez also makes no representations that when and if the past due interest is received at the rates stipulated and agreed to in the Forbearance Agreement that further action will not be taken depending on the certainty of the representations made for timing and closing of the unit sales.

Bruce Roy

Bruce Roy



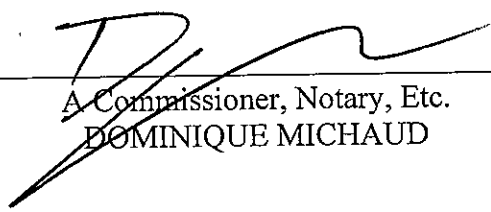
TREZ
CAPITAL

Broker # 10422
Lic.#MO8000947

Vice President

401 Bay Street, Suite 1404
P.O. Box 44
Toronto, ON, Canada, M5H 2Y4
Direct: 416.350.1288
Cell: 416.457.7237
Facsimile: 416.350.1268

THIS IS **EXHIBIT "R"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

F. Sheldon Weinles, B.A., LL.B.**Barrister and Solicitor**104 Caribou Road,
Toronto, Ontario, Canada
M5N 2A9Telephone (416) 780-1330
Telecopier (416) 780-1331

February 27, 2013

Robins Appleby & Taub,
Barristers and Solicitors,
Suite 2600,
120 Adelaide Street West,
Toronto, Ontario, M5H 1T1
Attention: Dominique Michaud**BY FAX TO 416-868-0306**

Dear Sirs,

**RE: TREZ Capital Loan *et. al.* to 1598490 Ontario Limited
3443 Bathurst Street, Toronto**

Further to our conversation last week, I wish to inform you that I am advised that 13 purchasers have signed up all of their purchase and mortgage documents and are ready for closing. A further four will be signed up by week's end.

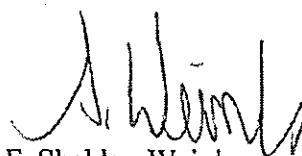
Furthermore, the City of Toronto Fire Department this afternoon conducted final inspections of the units for the purpose of issuing final occupancy certificates and passed the units. They require only some paperwork which we will supply tomorrow and they advise that in that case they will issue the occupancy certificates on Monday, March 4. This would allow closings to take place next week and the repayment of your clients' loan in full.

In light of this it would not seem unreasonable for your clients to wait so that the closings can be completed in an orderly way and that all parties' interests can be protected.

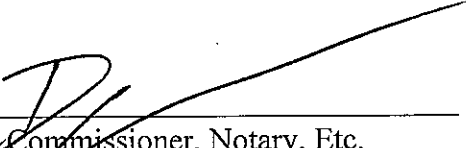
Please advise of your clients' position as soon as possible. Thank you.

Yours very truly,

416-360-3795

FSW/me
c.c. Ron Melvin
client
F. Sheldon Weinles

THIS IS **EXHIBIT "S"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Robins Appleby & Taub

BARRISTERS/SOLICITORS

Dominique Michaud
Direct Line: (416) 360-3795
E-mail: dmichaud@robapp.com
Fax: (416) 868-0306

Delivered by: E-mail and Fax
File No.: 1200107

February 28, 2013

F. Sheldon Weinles
104 Caribou Road
Toronto, ON M5N 2A9

Dear Mr. Weinles:

Re: Trez Capital Corporation and The Equitable Trust Company (collectively the "Lender") loan to 1598490 Ontario Limited (the "Borrower") (the "Loan")

We are in receipt of your letter dated February 27, 2013.

As you know, the Borrower is in default of its obligations under the Forbearance Agreement dated March 28, 2012, and the Forbearance Extension Agreement dated November 1, 2012. The Borrower has failed to repay the Loan on February 1, 2013 and has not paid any interest on the Loan that has accrued from January 1, 2013 to date. The Lender will no longer tolerate the Borrower's persistent defaults.

Accordingly, in light of the timeline set out in your letter, the Lender hereby demands that the Borrower repay the Loan in full, including all interest, legal fees and all other fees, by no later than Friday, March 8, 2013. Please have the Borrower contact the Lender to request an up to date discharge statement within 48 hours of the time when the Borrower will repay the Loan.

If the Borrower fails to meet this payment deadline, the Lender will proceed with enforcement steps to protect its interests forthwith.

Yours very truly,

ROBINS APPLEBY & TAUB LLP

Per:



Dominique Michaud

DM:wj

cc: Mickey Baratz- Vector Financial Services Limited

Robins Appleby & Taub LLP

Tel (416) 868-1080 • 2600 - 120 Adelaide Street West, Toronto, ON M5H 1T1 • www.robinsapplebyandtaub.com

THIS IS **EXHIBIT "T"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Dominique Michaud

From: Sheldon Weinles [sheldonweinles@rogers.com]

Sent: March 15, 2013 12:22 PM

To: Irving Marks

Cc: finsbury@rogers.com

Subject: TREZ

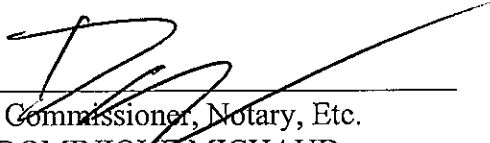
Irv,

I wish to advise that upon receipt of the \$3 Million into my trust account I should be in a position to close. I anticipate this will occur Monday or Tuesday. The delay results from a problem in the return of funds from the wire to MWB's trust account. I will advise you when I am in receipt of funds.

Sheldon Weinles
104 Caribou Road,
Toronto, Ontario, M5N 2A9
Phone: 416-780-1330
Fax: 416-780-1331
sheldonweinles@rogers.com

THIS MESSAGE IS INTENDED FOR THE ADDRESSEE ONLY AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. ANY UNAUTHORIZED DISCLOSURE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY SO THAT WE CAN CORRECT OUR ADDRESS RECORDS. PLEASE DELETE THE ORIGINAL MESSAGE WITHOUT COPYING OR FORWARDING IT. THANK YOU.

THIS IS **EXHIBIT "U"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Robins Appleby & Taub

BARRISTERS/SOLICITORS

Dominique Michaud
Direct Line: (416) 360-3795
E-mail: dmichaud@robapp.com
Fax: (416) 868-0306

Delivered by: E-mail and Fax
File No.: 1200107

March 26, 2013

F. Sheldon Weinles
104 Caribou Road
Toronto, ON M5N 2A9

Dear Mr. Weinles:

Re: Trez Capital Corporation and The Equitable Trust Company (collectively the "Lender") loan to 1598490 Ontario Limited (the "Borrower") (the "Loan")

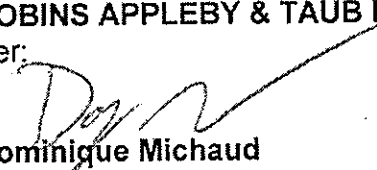
Further to my letter dated February 28, 2013, the Borrower has failed to meet the March 8, 2013 payment deadline to fully repay the Loan. Since that date, the Borrower has provided several empty assurances that the Loan would be repaid imminently. To date, the full amount of the Loan remains outstanding and the Borrower is in default under the terms of the Forbearance Agreement dated March 28, 2012 (the "**Forbearance Agreement**") and the Forbearance Extension Agreement dated November 1, 2012 (the "**Forbearance Extension Agreement**").

The Lender will no longer tolerate the Borrower's defaults. Accordingly, please be advised that if the Loan is not fully repaid by 12:00 noon on Thursday, March 28, 2013, the Lender will immediately appoint a receiver in respect of all assets and undertakings of the Borrower in accordance with Article 5.1(i) of the Forbearance Agreement.

Yours very truly,

ROBINS APPLEBY & TAUB LLP

Per:



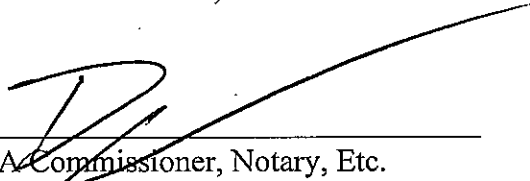
Dominique Michaud
DM:wj

cc: Mickey Baratz- Vector Financial Services Limited

Robins Appleby & Taub LLP

Tel (416) 868-1080 • 2600 – 120 Adelaide Street West, Toronto, ON M5H 1T1 • www.robinsapplebyandtaub.com

THIS IS **EXHIBIT "V"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

APPOINTMENT

TO: Ira Smith Trustee & Receiver Inc.

RE: 1598490 Ontario Limited (the "Company")

As security for the indebtedness of the Company to Trez Capital Corporation and The Equitable Trust Corporation (hereinafter referred to collectively as "TREZ"), TREZ holds a General Security Agreement dated September 23, 2011 and a Charge/Mortgage registered against the Lands municipally described as 3443 Bathurst Street, Toronto, Ontario (hereinafter called the "Security").

By reason of the default of the Company in the performance of its obligations under the Security and the Security thereby having become enforceable, TREZ hereby appoints you as Receiver and Manager of the Company pursuant to the terms of the said Security with such powers as are contained therein, including the power:

1. to take possession of all the assets, property and undertaking of the Company;
2. to carry on or concur in carrying on the business of the Company; and
3. to sell or otherwise dispose of the assets, property and undertaking of the Company pursuant to the power of sale provisions contained therein and the laws of the Province of Ontario.

Pursuant to the terms of the Security, you are deemed to be the agent of the Company and the Company shall be responsible for your acts, defaults, remuneration and expenses and TREZ shall not be in any way responsible for your misconduct or negligence.

APPOINTMENT - PAGE 2

DATED at Toronto, this 28th day of March, 2013.

TREZ CAPITAL CORPORATION

Per: Morley Green
Name: Morley Green
Title: President

I/We have authority to bind the corporation

THE EQUITABLE TRUST CORPORATION

Per: Kasey Chauhan
Name: Director Commercial Credit
Title: Ron Tratch

I/We have authority to bind the corporation/limited corporation

Ira Smith Trustee & Receiver Inc. hereby consents to act as Receiver and Manager of the Company in accordance with the terms and conditions above.

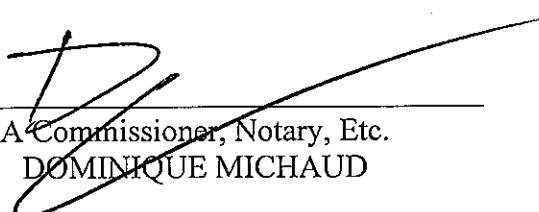
DATED at Vaughan, this 28th day of March, 2013.

Ira Smith Trustee & Receiver Inc.

Per: I. Smith

I have authority to bind the Corporation

THIS IS **EXHIBIT "W"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Dominique Michaud

From: Ira Smith [ira@irasmithinc.com]
Sent: March 28, 2013 3:19 PM
To: finsbury@rogers.com
Cc: Brandon Smith; Stanley Sugar
Subject: 1598490 Ontario Limited

Dear Mr. Bialostozky:

I attempted to reach you by telephone but your voicemail was full. My name is Ira Smith, President of Ira Smith Trustee & Receiver Inc. We have been contacted by Trez Capital Corporation on behalf of themselves and The Equitable Trust Corporation regarding security held by them over your company, and they wish to appoint my Firm on Monday morning as Receiver and Manager of 1598490 pursuant to the terms of their security.

Given the holidays, I am writing to you to request your assistance that upon our appointment, we can obtain from you the keys to the premises and various indoor locked areas, as well as the books and records of the company, including but not limited to, all agreements of purchase and sale, drawings and reports relating to the construction of the condominium apartment building and the Agreements of Purchase and Sale.

Please contact me through the weekend either by return email or by leaving a message for me and a phone number where I can reach you. My contact details are below. Messrs. Brandon Smith and Stanley Sugar who are copied on this email, are members of our Firm. Mr. Sugar would have primary responsibility for this proposed receivership administration.

Thank you and we look forward to your cooperation.



IRA SMITH MBA, CPA, CA-CIRP
President

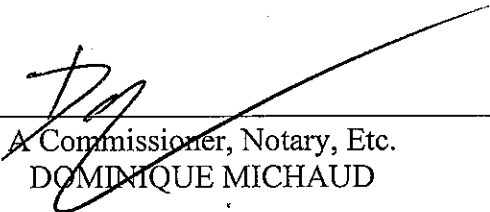
167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.111 | C: 905.738.4167 ext. 211
F: 905.738.9848 | E: ira@irasmithinc.com
www.irasmithinc.com

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06/05/2013

THIS IS **EXHIBIT "X"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Dominique Michaud

From: Ira Smith [ira@irasmithinc.com]
Sent: April 3, 2013 11:33 PM
To: Morley Greene; BruceR@trezcapital.com; Ken Lai
Cc: Irving Marks; Dominique Michaud; Marty Wolfe; Stanley Sugar
Subject: Deloraine update

I wish to advise you that today, Martin Wolfe and Stanley Sugar of my office met with Chaim Bialostozky at 4PM today, being the earliest time he advised us he was available today. At the meeting, he advised:

1. He is the nominee for a foreign resident who is the shareholder of the company.
2. Eli Mamon is owner.
3. Chaim's role was to arrange financing and sales. He has no involvement with construction.
4. Eli Ronen is construction manager. Eli Ronen claims that his company is owed in excess of 300K for goods and services and fees.
5. There is a site inspection tomorrow PM by the city to approve occupancy permits or to advise that deficiencies have not been corrected.
6. He will email accounting records and other info tonight. That process has begun this evening.
7. The external accountant is Danny Barratz. Mickey Baratz. from Vector is his father.
8. Seventeen (17) deals to close upon issuing of occupancy permits and if BMO approves purchasers' financing package. Mickey Baratz advised today that he has been advised that the company is expecting BMO's position re the financing package at noon on Thursday.
9. There are no deposits from purchasers. All purchasers live out of the country.
10. Eli Ronen has agreed to meet Martin Wolfe at the building at 7:30AM on Thursday to provide access and to hand over the keys. The Receiver will change the external locks upon gaining access in the morning and will be available to open up for the city inspector and Mr. Ronen on Thursday afternoon.
11. Vector Financial, Mickey Baratz, will provide whatever assistance he can and may be in attendance Thursday morning. He assisted this afternoon by contacting Mr. Ronen to convince him to cooperate with the Receiver after the conference call he had (Baratz/Melvin/Smith), and Dom Michaud's conversation with Alan Price.

That is the current status. More information will of course be available on Thursday morning.

Best regards.

Ira

Ira Smith MBA CPA CA CIRP
 President
 Ira Smith Trustee & Receiver Inc.
 Suite 6 - 167 Applewood Crescent, Concord, ON L4K 4K7 www.irasmithinc.com
 905.738.4167 x111

Check out our weekly blog - www.irasmithinc.com/blog

Sent from my iPad

THIS IS **EXHIBIT "Y"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD



167 Applewood Cres. Suite 6, Concord, ON L4K 4K7
Phone: 905.738.4167
Fax: 905.738.9848
irasmithinc.com

Ira Smith

Phone: 905.738.4167 ext. 111

Email: ira@irasmithinc.com

April 19, 2013

**VIA Email finsbury@rogers.com
and Delivered**

Finsbury Development Corporation
c/o Mr. C. Bialostozky
123 Bannockburn Ave
Toronto, ON M5M 2N2

Attention: Mr. C. Bialostozky

Dear Mr. Bialostozky

**1598490 Ontario Limited
Condominium Units For The Deloraine Residences (the "Project")**

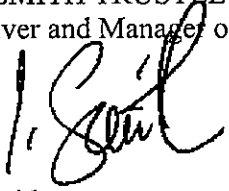
As you know from our prior communications, by Appointment Letter dated March 28, 2013, Ira Smith Trustee & Receiver Inc. was appointed as Receiver and Manager (the "**Receiver**") of 1598490 Ontario Limited (the "**Company**"), which we received on April 3, 2013. We enclose a copy of our Appointment Letter. We confirm that on that same day we made demand upon you for the delivery of all property of the Company. Today by email, we renewed that request.

Attached is a copy of our email to you of today's date. We request that all property of the Company not currently in our possession as Receiver be made available to us no later than 12 noon on Monday, April 22, 2013. We look forward to your cooperation.

Yours truly,

IRA SMITH TRUSTEE & RECEIVER INC.
Receiver and Manager of 1598490 Ontario Limited

Per:


Ira Smith
President

enc

APPOINTMENT

TO: Ira Smith Trustee & Receiver Inc.

RE: 1598490 Ontario Limited (the "Company")

As security for the indebtedness of the Company to Trez Capital Corporation and The Equitable Trust Corporation (hereinafter referred to collectively as "TREZ"), TREZ holds a General Security Agreement dated September 23, 2011 and a Charge/Mortgage registered against the Lands municipally described as 3443 Bathurst Street, Toronto, Ontario (hereinafter called the "Security").

By reason of the default of the Company in the performance of its obligations under the Security and the Security thereby having become enforceable, TREZ hereby appoints you as Receiver and Manager of the Company pursuant to the terms of the said Security with such powers as are contained therein, including the power:

1. to take possession of all the assets, property and undertaking of the Company;
2. to carry on or concur in carrying on the business of the Company; and
3. to sell or otherwise dispose of the assets, property and undertaking of the Company pursuant to the power of sale provisions contained therein and the laws of the Province of Ontario.

Pursuant to the terms of the Security, you are deemed to be the agent of the Company and the Company shall be responsible for your acts, defaults, remuneration and expenses and TREZ shall not be in any way responsible for your misconduct or negligence.

APPOINTMENT - PAGE 2

DATED at Toronto, this 28th day of March, 2013.

TREZ CAPITAL CORPORATION

Per: Marley Green
 Name: Marley Green
 Title: President

I/We have authority to bind the corporation

THE EQUITABLE TRUST CORPORATION

Per: Kasey Chauhan
 Name: Director Commercial Credit
 Title: Ron Tratch
VP Commercial Credit

I/We have authority to bind the corporation/limited corporation

Ira Smith Trustee & Receiver Inc. hereby consents to act as Receiver and Manager of the Company in accordance with the terms and conditions above.

DATED at Vaughan, this 28th day of March, 2013.

Ira Smith Trustee & Receiver Inc.

Per: [Signature]

I have authority to bind the Corporation

Ira Smith

From: Ira Smith
Sent: April-19-13 3:23 PM
To: FINSBURY DEVELOPMENT
Cc: Stanley Sugar; Marty Wolfe
Subject: RE: 1598490 Ontario Limited

Importance: High

Tracking:	Recipient	Delivery	Read
	FINSBURY DEVELOPMENT		
	Stanley Sugar	Delivered: 19/04/2013 3:23 PM	
	Marty Wolfe	Delivered: 19/04/2013 3:23 PM	Read: 19/04/2013 3:34 PM

Dear Chaim:

Please see below our email of April 3. Obviously, we now have the keys to the building and we have certain information that you emailed to Martin Wolfe of our office. We renew our request as Receiver and Manager of 1598490 Ontario Limited, to pick up all documents, books and records and/or any company computer upon which such information is stored, or a complete download of the information stored electronically if not on a company owned computer. We wish to pick up these items no later than noon on Monday, April 22, 2013.

Please contact us either on Sunday or Monday to make the necessary arrangements. All contact details are shown below.



IRA SMITH MBA, CPA, CA-CIRP
 President

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.111 | C: 905.738.4167 ext. 211
 F: 905.738.9848 | E: ira@irasmithinc.com
www.irasmithinc.com

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From: FINSBURY DEVELOPMENT [<mailto:finsbury@rogers.com>]
Sent: April-03-13 12:39 PM
To: Brandon Smith
Cc: Stanley Sugar; Ira Smith; Marty Wolfe
Subject: Re: 1598490 Ontario Limited

Pls call again 416-8307018
 Thanks

ב-2013-04-03, בשעה 11:12 AM, "Brandon Smith" <brandon@irasmithinc.com> ה/כתב:

Dear Mr. Bialostozky:

Further to Ira Smith's email of March 28th (below) we advise that our firm has now been appointed as Receiver over 1598490 Ontario Limited (the "Company"). A copy of our appointment is enclosed for your files.

We would like for representatives of our office to meet with you at the building on Deloraine today, so that you may show us the building and we can obtain from you the following:

1. All keys to the building;
2. All books and records of the Company;
3. All agreements of purchase and sale (and any amendments thereto);
4. Any and all construction contracts and drawings; and
5. Details of the Company's bank account.

Please advise when today we may meet with you at the building.

Thank you and we look forward to your co-operation.

BRANDON SMITH, BA, CIRP
TRUSTEE IN BANKRUPTCY
 Senior Vice-President

<image001.jpg>

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.113 | F: 905.738.9848

E: brandon@irasmithinc.com

www.irasmithinc.com

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From: Ira Smith
Sent: March-28-13 3:19 PM
To: finsbury@rogers.com
Cc: Brandon Smith; Stanley Sugar
Subject: 1598490 Ontario Limited

Dear Mr. Bialostozky:

I attempted to reach you by telephone but your voicemail was full. My name is Ira Smith, President of Ira Smith Trustee & Receiver Inc. We have been contacted by Trez Capital Corporation on behalf of themselves and The Equitable Trust Corporation regarding security held by them over your company, and they wish to appoint my Firm on Monday morning as Receiver and Manager of 1598490 pursuant to the terms of their security.

Given the holidays, I am writing to you to request your assistance that upon our appointment, we can obtain from you the keys to the premises and various indoor locked areas, as well as the books and records of the company, including but not limited to, all agreements of purchase and sale, drawings and

reports relating to the construction of the condominium apartment building and the Agreements of Purchase and Sale.

Please contact me through the weekend either by return email or by leaving a message for me and a phone number where I can reach you. My contact details are below. Messrs. Brandon Smith and Stanley Sugar who are copied on this email, are members of our Firm. Mr. Sugar would have primary responsibility for this proposed receivership administration.

Thank you and we look forward to your cooperation.

IRA SMITH MBA, CPA, CA-CIRP
President

<image001.jpg>

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.111 | C: 905.738.4167 ext. 211
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<Deloraine Trez appointment letter - SIGNED.pdf>

THIS IS **EXHIBIT "Z"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

F. Sheldon Weinles, B.A., LL.B.**Barrister and Solicitor**

104 Caribou Road,
Toronto, Ontario, Canada
M5N 2A9

Telephone (416) 780-1330

Telecopier (416) 780-1331

April 18, 2013

Ira Smith
Trustee & Receiver Inc,
Suite 6,
167 Applewood Crescent,
Concord, Ontario, L4K 4K7
Attention: Ira Smith, Pres.

BY FAX TO 905-738-9848

Dear Sirs,

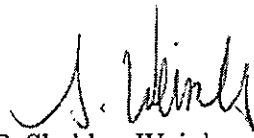
RE: TREZ Capital Loan *et. al.* to 1598490 Ontario Limited (the "Company")
3443 Bathurst Street, Toronto

Further to your letter of even date I wish to advise that I do not presently hold and at no time since your appointment have I held any funds in trust for the Company. In fact the Company owes me for fees & disbursements.

With reference to the seventeen agreements for purchase and sale which are pending, although they may refer to deposits having been paid, during the time I acted for the Company on the sales no deposits were paid to me and when I drew statements of adjustment up for each transaction, no deposits were shown as having been paid.

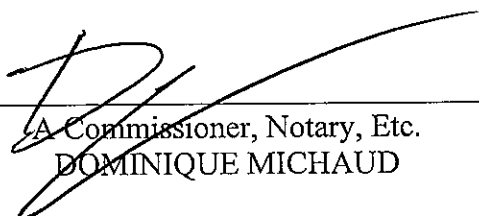
Yours very truly,

905-738-4167 x111


F. Sheldon Weinles

FSW/me

THIS IS **EXHIBIT "AA"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Office Schedule

303

DECLARATION

CONDOMINIUM ACT, 1998

AT 3206944

CERTIFICATE OF RECEIPT,
RÉCÉPISSÉ
TORONTO (66)

2012-12-28

14:32



LAND REGISTRAR

TORONTO STANDARD CONDOMINIUM PLAN NO.

2285

NEW PROPERTY IDENTIFIERS BLOCK

76285

RECENTLY : All of PIN 10198 - 0575 (LT)

DECLARANT : 1598490 ONTARIO LIMITED

SOLICITOR : Gary Goldfarb

FIRM: Meyer, Wassenaar & Banach, LLP

Phone : 416-223-9191 Fax : 416-223-9405

No. OF UNITS 47

FEES : 47 units x \$5. = \$235+\$70. = \$305

DECLARATION FOR STANDARD FREEHOLD CONDOMINIUM
MADE PURSUANT TO THE CONDOMINIUM ACT, 1998

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, S.O. 1998, Chapter C.19, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

1598490 ONTARIO LIMITED, a corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Declarant")

THE REGISTRATION of this declaration and description will create a Standard Condominium Corporation.

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, in the Province of Ontario, and being more particularly described in Schedule "A" attached hereto, and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "Description");

AND WHEREAS the Declarant has constructed a midrise building upon the said lands containing 21 Residential Units, being Unit 2 on Level 1, Units 1 to 5, both inclusive, on Levels 2, 3 and 4, Units 1 to 4, both inclusive on Level 5 and Unit 1 on Level 6, 3 Mixed Use Units being units 1 and 3 on Level 1 and Unit 1 on Level 7, and 23 Parking Units being Units 4 to 26, both inclusive, on Level 1.

AND WHEREAS the Declarant intends that the said lands and interests appurtenant to the lands, together with the said building thereon shall be governed by Act;

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

(1) Definitions - All words herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time and the following terms used herein shall have the meanings set out below, unless the context otherwise requires:

(a) "Act" means the Condominium Act, 1998, S.O. 1998, C 19, as amended;

(b) "Associate" means any person or corporation who is an associate of the Declarant within the meaning of the Securities Act R.S.O. 1990 c. S-5 and any other corporate entity in which an associate of the Declarant has an interest;

- (c) "Board" means the board of directors of the Corporation;
- (d) "Manager" shall mean the manager appointed from time to time by the Corporation pursuant to the provisions of a management agreement approved by the Board;
- (e) "Mixed Use Units" means Units 1 and 3 on Level 1 and Unit 1 on Level 7;
- (f) "Parking Units" means Units 4 to 26, both inclusive, on Level 1;
- (g) "Residential Units" shall mean Unit 2 on Level 1, Units 1 to 5, both inclusive, on Levels 2, 3 and 4, Units 1 to 4, both inclusive on Level 5 and Unit 1 on Level 6;
- (h) "Units" means all of the Residential Units, the Mixed Use Units, and the Parking Units and "Unit" means any one of them.

(2) Type of Condominium - This Condominium is a Standard Freehold Condominium.

(3) Act Governs - The Condominium Act governs the lands and premises described in Schedule "A" together with all interests appurtenant to the said lands (the "Lands") as the land and the interests are described in the description.

(4) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interests appurtenant to the land as the land and the interests are described in the description is contained in Schedule "B" attached hereto.

(5) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, Residential Units and Mixed Use Units shall include all pipes, wires, cables, conduits, ducts, mechanical or similar apparatus, including the complete vertical fan coil equipment (namely the fan coil, motor, valves, controls, etc.) and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular unit only.

Notwithstanding the boundaries set out in Schedule "C" attached hereto, each Residential Unit and Mixed Use Unit shall exclude all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms, security

or sprinkler systems, all masonry partitions or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common elements.

(6) Common Interest and Common Expenses - Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total proportions of the common interests shall be one hundred percent (100%).

(7) Exclusive Use of Common Elements - The owners of certain units shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto.

(8) Address for Service, Municipal Address and Mailing Address of the Corporation - The Corporation's address for service, municipal address and mailing address shall be 3443 Bathurst Street, Toronto, Ontario, or such other address or addresses as may be determined by resolution of the Board or such other municipal address as may be approved for the property by the City of Toronto.

ARTICLE II COMMON EXPENSES

(1) Specifications of Common Expenses - Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

(2) Payment of Common Expenses - Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the Board, pursuant to the by-laws of the Corporation, may regulate the assessment and collection of the contributions toward the common expenses. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their respective tenants, invitees or licensees, shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

(3) Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and/or replacement of the common elements and assets of the

Corporation, all in accordance with the provisions of the Act.

- (b) No part of the reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

(4) Certificate of Common Expenses - The Corporation shall provide a Status Certificate and accompanying statements and information in accordance with Section 76 of the Act, and the regulations thereto, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with the sale or mortgage of a Unit.

(5) Sabbath Services - The Declarant has installed one elevator in the duplex arrangement for the building with a sabbath service feature, being a timed automatic system whereby the elevator at a set time on certain evenings will separate from group service and will only operate singularly. The car will stop at every floor from the ground floor to the upper level in at least one direction, open the doors and arrange enough time for passengers to get on or off the elevator. The operation will be automatic. At a set time via day clock on the next day the system will go back to normal duplex operation. This service is herein called the "Sabbath Service". The Corporation shall at all times maintain and operate the Sabbath Service from thirty (30) minutes before sunset on Friday through seventy five (75) minutes after sunset on Saturday (the "Jewish Sabbath") and the same time periods for Jewish Holidays, as hereinbefore defined (the "Automatic Periods"). For the purposes hereof, "Jewish Holiday(s)" shall mean the Jewish holidays of Rosh Hashona (Jewish New Year), Yom Kippur (Day of Atonement), the first two days of Sukkoth (Feast of Tabernacles), Shmini Atzeret, Simchat Torah, Shavuoth (Pentacost) and the first two and last two days of Pesach (Passover).

The Corporation shall maintain one entrance door to the main floor of the building that can be accessed by a mechanical key without requiring the use of electronic access devices of any kind during the Automatic Periods.

The forgoing provisions have been included herein so as to ensure that the orthodox Jewish residents of the building can utilize the elevator and have access to the building on the Jewish Sabbath and on the Jewish Holidays as permitted by orthodox Jewish law (commonly known as Halacha) as determined by Orthodox Jewry.

ARTICLE III

UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each of the Residential Units shall be occupied and used only as a private single family residence and, subject to the following, for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units in the building have been sold by the Declarant.
- (b) The Mixed Use Units may be occupied and used for such uses as allowed for a Residential Unit and in addition may be used for general office purposes in conformity with all applicable zoning and building by-laws and regulations of the City of Toronto, and conformity with the by-laws, rules and regulations of any other governmental authority or agency having jurisdiction (all of the foregoing being hereinafter collectively referred to as the "Applicable Zoning By-laws").
- (c) In addition to other uses allowed hereunder, the owner of Unit 1 Level 7 may apply to the applicable municipal authorities, either for rezoning or for minor variance, to allow any additional uses for the said Unit 1, Level 7, and upon any such approval, the said Unit 1, Level 7 may be used for such purposes. An owner of any other unit in the Condominium shall not object to or oppose any such rezoning or minor variance application.
- (d) Each Parking Unit shall be used and occupied only for the parking of one motor vehicle as may be from time to time defined in the rules of the Corporation. Each Owner shall maintain his Parking Unit in a clean and not unsightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units.
- (e) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Unit owners of the common elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a Unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such Unit shall reimburse the Corporation for such increase, and such increase in premium cost

shall be added to the owner's contribution towards the common expenses.

- (f) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bathtub, wash basin, sink, heating, air-conditioning, plumbing, structural, mechanical or electrical installation (save for usual lighting fixtures used in Unit) contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board of Directors; provided however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any Unit.
- (g) Where an owner of a Unit fails to contribute his proportionate share of common expense contributions for any one or more of such Units and a claim for and notice of lien is filed against title to the Unit in the unit register, the owner, any mortgagee of the Units, or any person claiming through either of them shall not be entitled to a discharge of the lien against any of the Units unless and until the outstanding contributions toward common expenses (including interest and collection costs) have been paid to the Corporation in respect of each of the Units.
- (h) The Declarant or its Associates may use one or more Units retained by the Declarant as customer service suites, as model suites and/or sales office for sales purposes or as a project office in connection with Units constructed or to be constructed on the Lands.
- (i) No Parking Unit shall be transferred, licensed, leased, or otherwise conveyed other than to an Owner of a Residential Unit or Mixed Use Unit, the Corporation, the Declarant or its Associate provided, however, Parking Units may be leased to tenants in actual occupation of Residential Units Mixed Use Units in this condominium, subject to Article IV of this Declaration. Parking Units sold to any owner of a Mixed Use Unit may only be used by the owner and shall not be used for customer parking. Any transfer or charge of a Residential Unit or Mixed Use Unit must also include in the transfer or charge any Parking Unit owned by that Residential Unit or Mixed Use Unit owner. Any instrument or other document purporting to effect a sale, transfer, assignment, charge or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions of this section, shall be null and void and of no force or effect whatsoever.
- (j) All shades or other window coverings in Units shall be white or off white on the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the buildings. At least 65% of the floor area in each

Residential Unit must be covered by carpeting.

- (k) No exterior aerial antennae or satellite dish shall be placed on any Unit, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld.
- (l) Other than the Mixed Use Units, no sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or the outside of any unit, except for the signs marketing this condominium by the Declarant and/or its Associates. The owners of the Mixed Use Units shall be entitled to erect and maintain signs or other advertising materials within or affixed to their respective units, or the common elements attached to the Mixed Use Units as long as there is no structural damage, and provided that same are erected or otherwise maintained in strict conformity with the provisions of the Applicable Zoning By-laws. Unless otherwise agreed by the Board, signs affixed to the common elements shall only be placed on the door to the Mixed Use Unit or on the wall immediately adjacent thereto in a location approved by the Board. All signs erected by any owner other than the Declarant are subject to the approval of the Board, such consent not to be unreasonably withheld. The Declarant does not need approval of the Board or otherwise for any signs erected within or affixed to any Units or the exclusive use common elements.
- (m) Notwithstanding any provision in this declaration or in any by-laws or rules and regulations hereafter passed or enacted to the contrary, each owner of the Mixed Use Unit shall be entitled to alter and replace the existing floor coverings, wall coverings and ceiling coverings, if any, as well as any lighting fixtures and other finishings installed in such unit, and to affix any necessary mechanical or electrical systems servicing such unit to the ceiling slab of such unit and shall also be entitled to alter the configuration of, or remove, any non-load-bearing interior partition wall(s) within such unit, all without having to obtain the consent of the board of directors thereto; provided that
 - (a) any interior partition wall intended to be altered or removed is not a load-bearing wall, and contains no conduits, pipes, wires, cables and/or mechanical equipment or apparatus that provide power or service to any portion of the common elements or to any other unit;
 - (b) if the work is not being performed by or on behalf of the Declarant, that copies of all plans and specifications prepared by a certified architect or engineer are first delivered to the Board showing, in complete detail, the proposed removal or alteration work, and

confirming that such work will not affect or interfere with any such conduits, pipes, wires, cables and/or mechanical equipment or apparatus;

- (c) that the Mixed Use Unit owner, in effecting such alteration or removal, complies with all provisions of the Applicable Zoning By-laws, Building and Fire By-Laws and regulations;
 - (d) that adequate measures are taken by such owner so that any noise, vibration or interference caused to any of the other unit owners, and arising from the said alteration or removal work, is minimized to the greatest possible extent; and
 - (e) that any resurrection or reconstruction of the said interior partition wall complies with all provisions of the Applicable Zoning By-laws.
- (n) Any non-structural alteration work as described or contemplated in the preceding paragraph, which does however affect or interfere with any conduits, wires, cables and/or mechanical equipment or apparatus that supply power or any other service to any portion of the common elements or to any other unit shall, if the work is not being performed by or on behalf of the Declarant, only be commenced or effected with the prior written consent of the Board, and in full compliance with all provisions or conditions imposed by the Board in connection therewith, including without limitation, the following:
- (a) that copies of all plans and specifications are first delivered to the Board from a certified architect or engineer showing, in complete detail, the proposed removal or alteration work, and illustrating, in sufficient detail, the manner in which any servicing equipment, apparatus or systems, and any other unit(s), and/or any portion of the common elements, may be effected thereby;
 - (b) that the Mixed Use Unit owner, if effecting such removal or alteration, complies with all provisions of the Applicable Zoning By-laws;
 - (c) that the Board, acting reasonably, is satisfied that the use being made by other owners of their respective Units and of the common elements will not be unduly or unreasonably altered, disturbed or interfered with by such removal or alteration work, and that such

work does not, and will not, unduly affect the structural integrity of any Unit or the common elements, or adversely interfere with the plumbing, heating, electrical or mechanical fixtures, equipment or systems servicing other units or the common elements (and in this regard, the board may require the payment of a reasonable cash deposit or the posting of a letter of credit or other reasonable sufficient and satisfactory security, in order to secure any of the obligations or matters described in this subparagraph);

(d) that adequate measures are taken so that any noise, vibration or interference caused to any of the other Unit owners, or to the pedestrian access to and egress from any of the other Mixed Use Unit, arising from the said removal or alteration work, is minimized to the greatest possible extent; and

(e) that such owner seeking to effect such removal or alteration work, agrees in writing to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with, such removal or alteration work, and further agrees to provide and execute such further assurances (including, without limitation, such security bond or letter of credit) as the board may reasonably require in connection therewith.

(2) Rights of Entry to the Unit

(a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other persons authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, and confirming compliance with the municipal requirements.

(b) In case of an emergency, an agent, employee or authorized representative of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements and any part of the common elements of

which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether an emergency exists.

- (c) If an owner, resident, or tenant of a unit, shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable for any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a key to all locks to each unit and exclusive use areas. No owner, resident, or tenant shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner, resident or tenant has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (e) The rights and authority hereby reserved to the Corporation, any insurer, or their respective agents, employees or authorized representatives do not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

ARTICLE IV LEASING OF UNITS

- (1) Notification of Lease - Other than for the Declarant:
 - (a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.
 - (b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by The Condominium Act or the Declaration".

(2) Tenant's Liability - No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

(3) Owner's Liability - Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

ARTICLE V COMMON ELEMENTS

(1) General Use

Each owner may make reasonable use of and has the right to enjoy the whole or any part of the common elements, subject to any condition or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "By-laws") the rules and regulations. However, no condition shall be permitted to exist, and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units, or that results in the cancellation of any policy of insurance referred to in the declaration.

No owner shall make any change or alteration to or installation upon common elements, or maintain, decorate, alter or repair any part of the common elements, save as allowed hereunder and except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in writing in accordance with the Act.

Notwithstanding anything herein to the contrary and notwithstanding any rules and regulations or By-laws of the Corporation to the contrary the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements, and within or outside any one or more unsold/unoccupied Residential Units and/or the Mixed Use Unit pursuant to the Declarant's ongoing marketing and/or sales program in respect of this Condominium, at such location and having such dimensions as the Declarant or its Associates may determine in their sole discretion. The Declarant shall be entitled to enter upon the common elements during business hours for the purpose of photographing and/or videotaping said common elements for marketing and/or sales purposes.

The Declarant and its Associates have the right to use any of the common elements and amenities of the Condominium, including the meeting rooms, from time to time,

without charge therefor, both before and after registration of the Condominium, until such time as 100% of the Residential and Mixed Units are sold.

(2) Exclusive use of parts of Common Elements

Subject to compliance with the Act, the Declaration, By-laws and rules and regulations passed pursuant to the Act, the owners of certain Units shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto or as shown in the Description.

Each exclusive use storage locker may only be used for the storage of bicycles or storage of other non-combustible materials which shall not constitute a danger or nuisance to the residents of the Corporation, the Units and Common Elements.

No exterior aerial, antennae or satellite dish shall be placed on any part of the common elements, whether exclusive use or otherwise, unless the Board consents in writing to the said antennae, aerial or satellite dish, which consent may be arbitrarily withheld. In such event, each owner is responsible for the cost of all maintenance and damage to the common elements to which the aerial, antennae or satellite dish is affixed.

(3) Restrictive Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, manager's offices, operations machinery, or operation of the property, and without the consent in writing of the Board, no owner shall have the right of access to the residence and parking spaces used from time to time by any building staff. Provided, however, that this paragraph shall not apply to first mortgagees holding mortgages on at least ten percent (10%) of the units, who shall have the right of access for inspection upon forty-eight (48) hours' notice to the building manager.

(4) Additions, Alterations and Improvements

- (a) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "Work") shall be performed, done, erected or planted within or in relation to the common elements, (including any part thereof over which any owner has the exclusive use), except by the Corporation or with its prior written consent or as permitted by the By-laws or rules and regulations, and except Mixed Use Unit signage as permitted herein and except as provided by sections III(m) and (n) hereof.

- (b) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the Work.

ARTICLE VI
MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his Unit and exclusive use common element areas and, subject to the provisions of the Declaration and Section 123 of the Act, each owner shall repair his Unit after damage, all at his own expense. Each owner shall be responsible for damage to any Unit or to the common elements caused by the failure of the owner to so maintain and repair his Unit.

(2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a Unit, and all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a Unit, all at its owner's expense, whether such doors and windows are part of a Unit or are part of the common elements.

Each owner from time to time shall forthwith reimburse the Corporation for repairs to windows and doors serving his unit, and to exclusive common element areas, and for repairs to any part of the common elements caused by his negligence or intentional misconduct or breach of any of the provisions of this Declaration or that of his servants, agents, tenants, members of his family or guests. In addition each owner is responsible for the cost of all maintenance and damage to the common elements to which an aerial, antennae or satellite dish has been affixed by such owner.

(3) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his units by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs and all such costs shall bear interest at the rate of twenty-four percent (24%) per annum commencing on the 15th day after invoicing therefor given by the Corporation to such owner and thereafter until paid by the owner. The Corporation may collect such costs in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner after the receipt of a written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(4) The Corporation shall maintain and repair the heating and ventilation equipment

including thermostatic controls, notwithstanding that such equipment has been installed for the sole benefit of a unit, such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspection to be determined by and under the direction of the board. Such periodic maintenance shall not include the cleaning and replacement of air filters or humidifier equipment, if any, which shall be the responsibility of the unit owner. The unit owner shall be liable for any damage or malfunction of such equipment caused by his failure to carry out the periodic cleaning and replacement of air filters and humidifier equipment, including humidifier water control setting, or otherwise by the act or omission of the unit owner, or his servants, agents, tenants, members of his family or guests. No owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the board. Each Unit owner shall be responsible for the maintenance and repair of the air conditioning condensers on Levels 1 and 7 forming part of his Unit.

ARTICLE VII DUTIES OF THE CORPORATION

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
- (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's or its Associates' ability to utilize portions of the common elements of this Condominium for its marketing/sale/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this declaration;
- (c) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements, as well as enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities);
- (d) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of The Professional Engineers Act

R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of The Architects Act R.S.O. 1990, as amended) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:

- i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors and the Ontario New Home Warranty Program pursuant to section 44(9) of the Act;

- (c) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses;
- (f) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium and if so requested by the grantees of such easements, to enter into

(and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing; and

- (g) To take all actions reasonably necessary as may be required to fulfill and carry out any of the Corporation's duties and obligations pursuant to this Declaration and/or the By-Laws of the Corporation;

ARTICLE VIII INSURANCE

(I) Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair or arising in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

- (i) the common elements;
- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the unit owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re: Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the unit owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this declaration and any insurance trust agreement that the Corporation may enter into, and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed one hundred thousand dollars (\$100,000.00) the proceeds of such loss shall be payable to the Corporation and not to the insurance trustee;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the owners, and any resident, tenants, invitee or licensee of a unit, except for damage arising out of arson, fraud, gross negligence or willful misconduct caused by any one of the above;
- (iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee (if any), and to any mortgagee who has charges on more than twenty-five percent (25%) of the units;
- (iv) waivers of any defence based on co-insurance or on any invalidity arising from any act, or omission, or breach of a statutory condition, by any insured;
- (v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owners; and
- (vi) waiver of insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to the Act, which provisions shall not be required to be contained in the Corporation's liability and property damage policy referred to in Section I(b) above;

(2) General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this part, save for the Corporation's liability and property damage policy referred to in Section 1(b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on twenty-five percent (25%) or more of the units, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the cost of such appraisal shall be a common expense, provided that during the first two (2) years following registration, the replacement value shall be deemed to be the sale price of the units subject to CPI increases through the period less land value and no appraisal shall be required during this period unless otherwise determined by the board.
- (b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote, or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance if the property is not repaired or replaced.
- (d) A certificate of memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and mortgagee who has notified the Corporation of his interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by any owner or mortgagee or other insured, or by the insurance trustee (if any) on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that the loss shall be payable in any manner other than as provided for in this declaration.

(3) Indemnity Insurance

The Corporation shall, no later than the date of the turnover meeting held pursuant to Section 43(1) of the Act, obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of contravention of Section 37(1)(a) of the Act.

(4) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by an owner to his unit and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within this units, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other unit owners and any residents, tenants, invitees or licencees of such other units except for any damage arising from vehicle impact, arson or fraud gross negligence or wilful misconduct caused or contributed to by any of the above.
- (b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licencee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an owner if forced to leave his Unit.
- (d) Insurance covering special assessments levied against an owner's unit by the Corporation.

(5) Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or

caused by any act or omission of such owner, or any resident, tenant, invitee or licensee of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. Each owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of the breach of any rules or regulations in force from time to time by any owner, his family, his employee, guests or occupants of his unit.

(6) Insurance Trust Agreement

In the event of a loss or occurrence causing damage to the building in excess of \$100,000.00, the Corporation shall enter into an Insurance Trust Agreement with a trust company registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee. Such agreement shall provide that the trustee shall hold all insurance proceeds that are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's owners respective obligations to repair, in accordance with the provisions of the Act and this Declaration.

ARTICLE IX
MISCELLANEOUS

(1) Invalidity - Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(2) Waiver - The failure to take action to enforce any provisions contained in the Act, this Declaration, the by-laws, or any rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provisions.

(3) Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.

(4) Headings - The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Toronto this 2nd day of November, 2012 ,

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal
under the hands of its proper officers duly authorized in that behalf.

I have the authority to bind the Corporation.

1598490 ONTAIRO LIMITED

Per: ch Jhr A.S.O.

SCHEDULE A

In the City of Toronto and Province of Ontario, being composed of Part of Lots 93 and 94 on Plan registered in the Registry Division of the Toronto Registry Office as Plan 2370, designated as Part 1 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office as Plan 66R-22815. Subject to an easement as in Inst. No. AT 2458855. Street Line of Deloraine Avenue is confirmed by Plan BA1497, NY770229 Plan 11031.

Being all of P.I.N. 10198-0575 (LT).

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the property and appurtenant interests.

Messrs: Meyer Wassenaar & Banach LLP
Authorized agents for:
1598490 ONTARIO LIMITED

September 25, 2012
Dated

Per: 

Gary Goldfarb


Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We The Equitable Trust Company, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT2835630 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 7th day of May, 2012.

THE EQUITABLE TRUST COMPANY

Per: 
Name: **Sylvia Carvalho**
Title: **VP, Commercial Portfolio Management**

Per: 
Name: **Kasey Chauhan**
Title: **Director, Commercial Credit**

I/We have authority to bind the Corporation.

Form 1
Condominium Act, 1998
CONSENT
(SCHEDULE B TO DECLARATION)
(under clause 7 (2) (b) of the *Condominium Act, 1998*)

1. We Vector Financial Services Limited, have a registered mortgage within the meaning of clause 7 (2) (b) of the *Condominium Act, 1998*, registered as Number AT2835847 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 1st day of August , 2012.

VECTOR FINANCIAL SERVICES LIMITED

Per: 

Name:

Title:

MICKEY BARATZ
DIRECTOR OF FINANCE

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "C"

Each Condominium Unit and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 and 2 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and 2 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL CONDOMINIUM UNITS

(Being Unit 2 on Level 1, Units 1 to 5 inclusive on Levels 2 to 4 inclusive, Units 1 to 4 inclusive on Level 5 and and Unit 1 on Level 6)

- a) Each Residential Condominium Unit is bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and production.
 - ii) The lower surface and plane of the concrete ceiling slab and production.
 - iii) The physical casing of each condenser on Level 1 and on the Roof.
- b) Each Residential Condominium Unit is bounded horizontally by:
 - i) The backside surface and plane of the drywall sheathing and production separating one unit from another such unit or from the common element.
 - ii) The unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) In the vicinity of the ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - iv) The physical casing of each condenser on Level 1 and on the Roof.

2. BOUNDARIES OF THE MIXED USE CONDOMINIUM UNITS

(Being Units 1 and 3 on Level 1, and Unit 1 on Level 7)

- a) Each Mixed Use Condominium Unit is bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and production.
 - ii) The lower surface and plane of the concrete ceiling slab and production.
 - iii) The physical casing of each condenser on Level 1 and on the Roof.
- b) Each Mixed Use Condominium Unit is bounded horizontally by:
 - i) The backside surface and plane of the drywall sheathing and production separating one unit from another such unit or from the common element.
 - ii) The unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the unit side surface of all glass panels contained therein.
 - iii) In the vicinity of the ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - iv) The physical casing of the condenser on Level 1.


3. BOUNDARIES OF THE PARKING UNITS

(Being Units 4 to 26 inclusive on Level 1)

- a) Each Parking Unit is bounded vertically by:
 - i) The horizontal plane 1.20m below the lower boundary of Level 2 and production.
 - ii) The upper surface of the finished asphalt.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
 - i) The unit side of finished surface of exterior wall or column and production.
 - ii) The vertical plane established by measurement.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part I, Sheet 1 and 2 of the Description.

June 27 / 2012
Dated


Anna M. Aksan
Ontario Land Surveyor

Reference should be made to the provision of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

NOTE: The Declarant, at his sole discretion, may change the number of *units* provided for in this project. Also, unit boundaries may be revised to reflect the "as-built" conditions at the time of condominium registration.

SCHEDULE D

Unit	Level	Municipal	Percentage Interest for common expenses and common interest
1	1	101	3.04
2	1	103	3.79
3	1	102	3.98
4	1	P1	0.13
5	1	P2	0.13
6	1	P3	0.13
7	1	P4	0.13
8	1	P5	0.13
9	1	P6	0.13
10	1	P7	0.13
11	1	P8	0.13
12	1	P9	0.13
13	1	P10	0.13
14	1	P11	0.13
15	1	P12	0.13
16	1	P13	0.13
17	1	P14	0.13
18	1	P15	0.13
19	1	P16	0.13
20	1	P17	0.13
21	1	P18	0.13
22	1	P19	0.13
23	1	P20	0.13
24	1	P21	0.13
25	1	P22	0.13
26	1	P23	0.13
1	2	201	5.25
2	2	202	3.99
3	2	203	3.03
4	2	204	3.14
5	2	205	3.32
1	3	301	5.25
2	3	302	3.99
3	3	303	3.03
4	3	304	3.14
5	3	305	3.32
1	4	401	5.25
2	4	402	3.99
3	4	403	3.03
4	4	404	3.14
5	4	405	3.32
1	5	501	7.16
2	5	502	5.86
3	5	503	6.15
4	5	504	4.35
1	6	601	3.87
1	7	701	2.62

SCHEDULE "E"

SCHEDULE OF SPECIFICATION OF COMMON EXPENSES

Common expenses shall include the following:

- (a) All sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties or powers are imposed under the provisions of the Act or this Declaration and By-Laws of the Corporation or other law or by agreement:
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - Insurance Premiums
 - Water and Sewage
 - Waste disposal and garbage collection
 - Utilities for common elements
 - Maintenance materials, tools and supplies
 - Snow removal and landscaping
 - Realty Taxes, if any, levied against common elements
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants, and employees for the purpose of performing any or all of the duties of the Corporation; including, without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of subsection (7) of Section 125 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of any insurance trustee;
- (k) all sums required to be paid to the Reserve Fund as required by the Declaration or in accordance with the agreed upon Annual Budget of the Corporation; and
- (l) all sums of money paid or payable by the Corporation pursuant to any Management Contract which may be entered into between the Corporation and a Manager.

SCHEDULE "F"

Subject to the provisions of the Declaration, the By-law and Rules of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of each of Condominium Units 1 and 2 on Level 1, Unit 1 on Levels 2 to 4 inclusive, Units 1 to 4 inclusive on Level 5, and Unit 1 on Level 6 shall have the exclusive use of the terrace to which said Units provide direct and sole access.
- b) The owner(s) of Condominium Unit 2 on level 1, Units 1 to 5 inclusive on Levels 2 to 4 inclusive, Units 1 to 4 inclusive on Level 5 and Unit 1 on Level 6 shall have the exclusive use of a storage locker space or spaces being illustrated in the heavy outline on Part 2, Sheet 1 of the Description and designated by the letter "S" and are as assigned below.

UNIT No.	LEVEL	STORAGE SPACE No.	LEVEL
4	4	S1	A
5	4	S2	A
3	2	S3	A
4	2	S4	A
5	2	S5	A
3	3	S6	A
4	3	S7	A
5	3	S8	A
3	4	S9	A
1	2	S10	A
1	3	S11	A
1	4	S12	A
2	2	S13	A
1	6	S14	A
2	5	S15	A
2	3	S16	A
4	5	S17	A
3	5	S18	A
2	4	S19	A
2	1	S20	A
1	5	S21	A

Schedule "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
 (SCHEDULE G TO DECLARATION FOR A
 STANDARD OR LEASEHOLD
 CONDOMINIUM CORPORATION)

(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:]
 Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
~~Each building on the land included in the phase)~~

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
 2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
 3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
 4. ☐ ~~All underground garages have walls and floor assemblies in place.~~
- OR
- ☒ There are no underground garages.
 5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.


OR

- ☐ ~~There are no installations with respect to the provision of air conditioning.~~
9. ☒ All installations with respect to the provision of electricity are in place.
10. ☐ ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

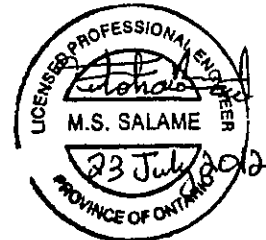
OR

- ☒ There are no indoor and outdoor swimming pools.
11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this ... day of 23 July 2012


 (signature)
 Mahamad Salame, P. Eng.
 (print name)

(Strike out whichever is not applicable:
 Architect
 Professional Engineer)



Schedule "G"

Form 2

*Condominium Act, 1998*CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:]
Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase))

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

1. ☐ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.

OR

- ☐ ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6. ☐ ~~All installations with respect to the provision of water and sewage services are in place.~~
7. ☐ ~~All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
8. ☐ ~~All installations with respect to the provision of air conditioning are in place.~~

OR

- ☐ ~~There are no installations with respect to the provision of air conditioning.~~
9. ☐ ~~All installations with respect to the provision of electricity are in place.~~
10. ☐ ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

- ☐ ~~There are no indoor and outdoor swimming pools.~~
11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the dry wall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this ... day of

July 26, 2012

(signature)

MICHAEL SCHOR

(print name)

(Strike out whichever is not applicable:

Architect

Professional Engineer)

Schedule "G"

Form 2

Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION).

(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:]

Each building on the property located at 3443 Bathurst Street, Toronto, Ontario.

OR

*[In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase:]*

has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:*(Check whichever boxes are applicable)*

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ ~~All underground garages have walls and floor assemblies in place.~~

OR

- ☒ There are no underground garages.
5. ☒ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☐ ~~There are no elevating devices as defined in the Elevating Devices Act, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
- 6. ☐ All installations with respect to the provision of water and sewage services are in place.
- 7. ☐ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. ☐ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ ~~There are no installations with respect to the provision of air conditioning.~~
- 9. ☐ All installations with respect to the provision of electricity are in place.
- 10. ☐ ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

OR

- ☒ There are no indoor and outdoor swimming pools.
- 11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 15th day of August, 2012



(signature)

John Romanov, OAA
(print name)

Architect

Schedule "G"

Form 2

*Condominium Act, 1998*CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A
STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)(under clause 8 (1) (e) or (h) of the *Condominium Act, 1998*)

I certify that:

[Strike out whichever is not applicable:]

Each building on the property

OR

*[In the case of an amendment to the declaration creating a phase:]**[Each building on the land included in the phase:]*has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:*(Check whichever boxes are applicable)*

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ ~~Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.~~
3. ☒ ~~Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the dry wall (including taping and sanding), plaster or other final covering.~~
4. ☒ All underground garages have walls and floor assemblies in place.

OR

- ☐ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☐ ~~All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
8. ☐ ~~All installations with respect to the provision of air conditioning are in place.~~

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☐ ~~All installations with respect to the provision of electricity are in place.~~
10. ☐ All indoor and outdoor swimming pools are roughed-in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☐ ~~There are no indoor and outdoor swimming pools.~~
11. ☐ ~~Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.~~

Dated this 15th day of Aug, 2012.



[Signature]

(signature)

Robert S. Lackey M.Eng. P.Eng.

(print name)

(Strike out whichever is not applicable)

~~Architect~~

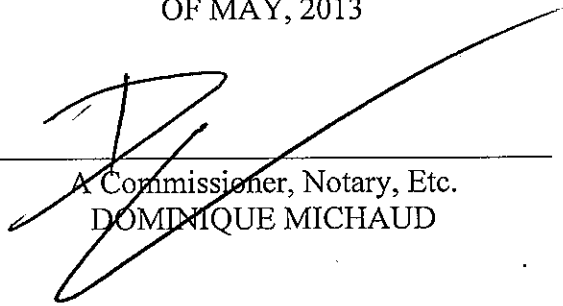
Professional Engineer)

Condominium Cross Reference Index Report

76285-0001	UNIT 1, LEVEL 1
76285-0002	UNIT 2, LEVEL 1
76285-0003	UNIT 3, LEVEL 1
76285-0004	UNIT 4, LEVEL 1
76285-0005	UNIT 5, LEVEL 1
76285-0006	UNIT 6, LEVEL 1
76285-0007	UNIT 7, LEVEL 1
76285-0008	UNIT 8, LEVEL 1
76285-0009	UNIT 9, LEVEL 1
76285-0010	UNIT 10, LEVEL 1
76285-0011	UNIT 11, LEVEL 1
76285-0012	UNIT 12, LEVEL 1
76285-0013	UNIT 13, LEVEL 1
76285-0014	UNIT 14, LEVEL 1
76285-0015	UNIT 15, LEVEL 1
76285-0016	UNIT 16, LEVEL 1
76285-0017	UNIT 17, LEVEL 1
76285-0018	UNIT 18, LEVEL 1
76285-0019	UNIT 19, LEVEL 1
76285-0020	UNIT 20, LEVEL 1
76285-0021	UNIT 21, LEVEL 1
76285-0022	UNIT 22, LEVEL 1
76285-0023	UNIT 23, LEVEL 1

76285-0024	UNIT 24, LEVEL 1
76285-0025	UNIT 25, LEVEL 1
76285-0026	UNIT 26, LEVEL 1
76285-0027	UNIT 1, LEVEL 2
76285-0028	UNIT 2, LEVEL 2
76285-0029	UNIT 3, LEVEL 2
76285-0030	UNIT 4, LEVEL 2
76285-0031	UNIT 5, LEVEL 2
76285-0032	UNIT 1, LEVEL 3
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76285-0034	UNIT 3, LEVEL 3
76285-0035	UNIT 4, LEVEL 3
76285-0036	UNIT 5, LEVEL 3
76285-0037	UNIT 1, LEVEL 4
76285-0038	UNIT 2, LEVEL 4
76285-0039	UNIT 3, LEVEL 4
76285-0040	UNIT 4, LEVEL 4
76285-0041	UNIT 5, LEVEL 4
76285-0042	UNIT 1, LEVEL 5
76285-0043	UNIT 2, LEVEL 5
76285-0044	UNIT 3, LEVEL 5
76285-0045	UNIT 4, LEVEL 5
76285-0046	UNIT 1, LEVEL 6
76285-0047	UNIT 1, LEVEL 7

THIS IS **EXHIBIT "BB"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD



Toronto Building
Ann Borooah
Chief Building Official and Executive Director

John Dunn
Manager, Inspections
5100 Yonge Street, 1st Floor
Toronto, Ontario, M2N 5V7

Tel: 416-396-7527
Fax: 416-698-4179

RONEN MANAGEMENT SERVICES INC
ELI RONEN
16 SULTANA AVENUE
NORTH YORK ON M6A 1S8
CANADA

OCCUPANCY PERMIT NO: 13 113262 000 00 AO

BUILDING PERMIT NO: 06 172602 BLD 00 BA

OCCUPANCY PERMIT

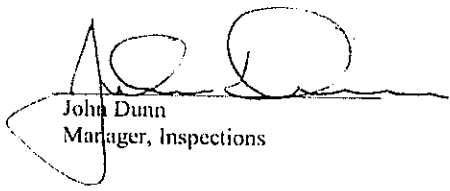
Monday, April 8, 2013

PROJECT LOCATION: 3443 BATHURST ST

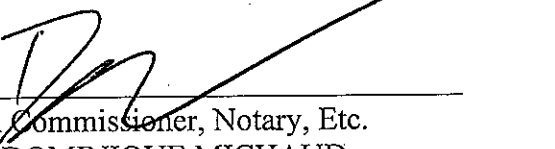
AREAS TO BE OCCUPIED:

Units 101, 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404 and 405

The above-mentioned building or parts thereof is authorized for occupancy pursuant to Division C, Part 1, Subsection 1.3.3. of the Ontario Building Code.


John Dunn
Manager, Inspections

THIS IS **EXHIBIT "CC"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 1 LEVEL: 1 SUITE 101

FIRM OCCUPANCY DATE: March 20, 2013

The undersigned **Mrs. Hadasa Razabi** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of **Five hundred Seventy thousand DOLLARS (\$ 570,000.00)** of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of **One hundred thousand dollars (\$5,000.00)** by cheque or money order to the Vendor's solicitor, as a deposit 3 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT...Toronto...this 3...day of Feb., 2013.....

SIGNED, SEALED AND
DELIVERED
in the presence ofWitness
(As to all Purchaser's
signatures, if more
than one Purchaser)X 223
PURCHASER

D.O.B.

S.I.N.

PURCHASER

D.O.B.

S.I.N.

Address: 12 Saint Jerosoleu ILTelephone (B) 514-6280890 (H) 514-6182090

Facsimile:

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT...Toronto...this 3...day of Feb., 2013..

VENDOR'S SOLICITORS
Mayer Weissman & Benach, LLP
5001 Yonge Street, Suite 501
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing OfficerPER: [Signature]
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 3 LEVEL: 1 SUITE 103

FIRM OCCUPANCY DATE: Feb 28, 2013

The undersigned **Mr. Erenrich Ishayahu** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred fifteen thousand nine hundred DOLLARS (\$ 579,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$5,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Sixty thousand dollars (\$20,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT...Toronto...this 3...day of Feb., 2013.....

SIGNED, SEALED AND
DELIVERED

in the presence of

Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

X.....
PURCHASER

15/02/1975
D.O.B.

S.I.N.

PURCHASER

D.O.B.

S.I.N.

Address:.....

Telephone (B).....(H).....

Facsimile:.....

PURCHASER'S SOLICITOR:.....

Address:.....

Telephone:.....Facsimile:.....

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT...Toronto...this 3...day of Feb., 2013..

VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER:.....
Authorized Signing Officer

PER:.....
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 1 LEVEL: 2 SUITE 201

FIRM OCCUPANCY DATE: March 6, 2013

The undersigned Mr. NISSIM BURNHAM (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Eight hundred thirty nine thousand nine hundred DOLLARS (\$ 839,900 .00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$5,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 3 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 1 day of Feb 2013

SIGNED, SEALED AND
DELIVERED

in the presence of

B. J.
Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

X Nissia Burchan
PURCHASER D.O.B. S.I.N.

PURCHASER D.O.B. S.I.N.

Address: 212 Yafo St Jerusalem

Telephone (B) 0573123206 (H) 0522697236

Facsimile:

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Toronto this 1 day of Feb 2013

VENDOR'S SOLICITORS
Meyer Wassenarr & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: _____
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 2 LEVEL: 2 SUITE 202

FIRM OCCUPANCY DATE: February 1, 2013

The undersigned Mrs. Bakhaaj Sara Hadasa (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Six hundred fifteen thousand DOLLARS (\$ 615,000 .00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Ten thousand dollars (\$10,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 21 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 1 day of Feb 2013

SIGNED, SEALED AND
DELIVERED
in the presence of

Sara Kadesa Rakhaj 188
PURCHASER D.O.B. S.I.N.

Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

PURCHASER D.O.B. S.I.N.
Address:
Telephone (B) (H)
Facsimile:

PURCHASER'S SOLICITOR:
Address:
Telephone Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Toronto this 1 day of Feb 2013

VENDOR'S SOLICITORS
Mayer Wassenaar & Baruch, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax 416-223-9405
email: ggoldfarb@mwb.ca

1598496 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: _____
Authorized Signing Officer

שנים לב - פרס להתייחס אינך רשאי לרשום בעצמך דבר בדרכון זה




השם במלואו _____
או השם הקודם _____

*Name in full
or former name _____

Maiden name _____ שם נעורים _____

Passport valid for All countries כל הארצות הדרכון תקף ל _____

Signature of bearer _____ תחתימת בעל הדרכון _____

On receipt of passport
sign here   בקבלת את הדרכון
התום כאן 

..... שונה - ראה עמוד amended - see page

[illegible]

**THE DELORAIN RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 3 LEVEL: 2 SUITE 203

FIRM OCCUPANCY DATE: January 15, 2012

The undersigned Mr. Shlomo Slood (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred five thousand nine hundred DOLLARS (\$505,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$4,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Thirty five thousand dollars (\$35,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the (Occupancy Closing Date) the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals to fifty (50%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-54 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]



DATED AT, Toronto this 29... day of October, 2012.....

SIGNED, SEALED AND
DELIVERED
in the presence ofWitness
(As to all Purchaser's
signatures, if more
than one Purchaser)

PURCHASER

11 ANATOT STREET, JERUSALEM, IL

PURCHASER

01/23/1973

D.O.B.

S.I.N.

D.O.B.

S.I.N.

Address:

Telephone (B): 972-52-3326 ext (H): 972-5230603 ext

Facsimile:

PURCHASER'S SOLICITOR: Gabriel Krikuner

Address: 1000 Finch ave W, Toronto

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT, Toronto this 29... day of October, 2012

VENDOR'S SOLICITORS
Meyer Wassenaar & Samach, LLP
3001 Yonge Street, Suite 501
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone: 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwsl.ca

1596-90 ONTARIO LIMITED

PER:

Authorized Signing Officer

PER:

Authorized Signing Officer

THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE

UNIT: 4 LEVEL: 2 SUITE 204

FIRM OCCUPANCY DATE: January 31, 2012

The undersigned Mr. **NATAN FEDIDA** (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred thirty thousand nine hundred DOLLARS (\$ 530,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Three thousand dollars (\$3,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty five thousand dollars (\$25,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 9 day of JAN, 2013SIGNED, SEALED AND
DELIVERED
in the presence ofWitness
(Not to all Purchaser's
signatures, if more
than one Purchaser)X Nitin Fadia
PURCHASER

D.O.B.

SIN

PURCHASER

D.O.B.

SIN

Address SHARAY TARA 22-A Jerusalem, ILTelephone(s) 922-528345508 922-528345508

Facsimile

PURCHASER'S SOLICITOR GABRIEL KRIVONEZ

Address

Telephone

Facsimile

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof

DATED AT Toronto on 9 day of JAN, 2013VENDOR'S SOLICITORS
Mayer Weissman & Benson, LLP
3601 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone: 416-223-6141 ext 270
Fax: 416-223-9405
Email: ggoldfarb@mwco.ca

1594490 ONTARIO LIMITED

PER:

Authorized Signing Officer

PER:

Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 5 LEVEL: 2 SUITE 205

FIRM OCCUPANCY DATE: November 26, 2012

The undersigned Mr. **Avraham Shitzberg** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred fifty six thousand nine hundred DOLLARS (\$ 556,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$4,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty five thousand dollars (\$25,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto.....this 2.....day of DECEMBER....., 2012.....

SIGNED, SEALED AND
DELIVERED

in the presence of

Witness

(As to all Purchaser's
signatures, if more
than one Purchaser)

05/09/1975

X.....
PURCHASER D.O.B. S.I.N.

PURCHASER D.O.B. S.I.N.

Address: 55 ANTOON VAN DIEK STREET, ANTWERPEN, BELGIUM

Telephone (B).....(H).....

Facsimile:.....

PURCHASER'S SOLICITOR: GABRIEL KRIKUNEZ.....
Address: 1000 FINCH AVE W TORONTO.....
Telephone: 416-6659000, Facsimile: 416-6659002.....

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT TORONTO.....this 2.....day of DECEMBER....., 2012.....

VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1595490 ONTARIO LIMITED

PER:.....
Authorized Signing Officer

PER:.....
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 1 LEVEL: 3 SUITE 301

FIRM OCCUPANCY DATE: March 16, 2013

The undersigned Mr. **Arie Zaiger** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Eight hundred forty nine thousand nine hundred DOLLARS (\$ 849,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Five thousand dollars (\$5,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 3 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (c) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this Feb day of 2013

SIGNED, SEALED AND
DELIVERED
in the presence of

Sealed
Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

X 2/25/13 Feb-03-1978
PURCHASER D.O.B. S.N.

PURCHASER D.O.B. S.N.

Address: 12 SALANT Jerusalem IL

Telephone (B) 054-2299349 (H) 02-6289980

Facsimile:

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof

DATED AT Toronto this Feb day of 2013

VENDOR'S SOLICITORS
Meyer Wassenaar & Benach, LLP
5001 Yonge Street, Suite 501
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: [Signature]
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 2 LEVEL: 3 SUITE 302

FIRM OCCUPANCY DATE: September 6, 2012

The undersigned Mr. Yosef Shtizberg, (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Six Hundred twenty thousand nine hundred DOLLARS (\$ 620,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Ten thousand dollars (\$10,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty one thousand four forty five dollars (\$21,045.00) by cheque or money order to the Vendor's solicitor, as a deposit, 45 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) the sum of ninety three thousand one hundred thirty five dollars (\$ 93,135.00) (being 15% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit, 75 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (d) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (20%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (e) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto on 15 day of June 2011

SIGNED, SEALED AND
DELIVERED
in the presence of

 Yes to all purchasers
 signatures, if more
 than one Purchaser

Yossi Pritzberg

DECLASS

202

SEN

PURCHASES

245

SIN

Address: Sarei Israel 16A Jerusalem Israel

Telephone: B: 972-2652246, 972-5278760 00

Facsimile 972-26522190

PURCHASERS SOLUTION

Address:

ଅଧ୍ୟକ୍ଷ

အသံသရာ

THE UNDERSIGNED assigns the above and agrees to complete this subscription in accordance with the terms herein.

DATED AT... 20.12.2015... 20.12.2015...

VENDOR SOLUTION

හිමාලි ක්ෂත්‍රියා ට්‍රිපාථි, ඩ.ඒ.පී.

4951 Yonge Street, Suite 921

North York Ontario, M2N 5P6

ANALYST'S NAME

Telephone: (402) 276-0141 ext. 270

Fax: 419-225-4105

ငါတို့ အဖွဲ့အစည်းမှာ

1524-1525/1526

PER

Anthony Springs, Wyo.

1432

Authorized Signatory Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 3 LEVEL: 3 SUITE 303

FIRM OCCUPANCY DATE: January 31, 2012

The undersigned Mrs. Rivka Sauryper (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred fifteen thousand nine hundred DOLLARS (\$ 515,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Five thousand dollars (\$5,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty thousand dollars (\$20,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto on 12 day of JAN, 2013

SIGNED, SEALED AND
DELIVERED
in the presence of

Witness
(As to all Purchaser's
signatures, if more)

X R. Sewing
PURCHASER D.O.B. 13/03/1983 S.I.N.

PURCHASER D.O.B. S.I.N.

Address

Telephone (B): 416-296-7750 (H)

Facsimile 52 VINCENT CT BELL LAKE, ONTARIO J1L

PURCHASER'S SOLICITOR:

Address

Telephone

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms herein

DATED AT Toronto on 12 day of JAN, 2013

VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldstein
Telephone 416-223-9191 ext 270
Fax: 416-223-0205
email: ggold@mebw.com

1546290 ONTARIO LIMITED

PER J.M.C.
Authorized Signing Officer

PER J.M.C.
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 4 LEVEL: 3 SUITE 304

FIRM OCCUPANCY DATE: September 20, 2012

The undersigned Mrs. Ester Korenfeld, (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five Hundred forty thousand nine hundred DOLLARS (\$ 540,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of Twenty seven thousand forty five dollars (\$ 27,045.00) (being 5% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of eighty one thousand one hundred thirty five dollars (\$ 81,135.00) (being 15% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit, 45 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (20%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT.....this.....day of....., 20.....

SIGNED, SEALED AND

DELIVERED

in the presence of

Witness

(As to all Purchaser's
signatures, if more
than one Purchaser)

Ester Korenfeld

PURCHASER

D.O.B.

SIN.

PURCHASER

D.O.B.

SIN.

Address

Telephone (B)

Facsimile

PURCHASER'S SOLICITOR:

Address:

Telephone:

Facsimile

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof

DATED AT.....this.....day of....., 20.....

VENDOR'S SOLICITORS

Meyer Wassenaar & Banach, LLP

5001 Yonge Street, Suite 301

North York, Ontario, M2N 6P6

Att: Gary D. Goldfarb

Telephone 416-223-9191 ext 270

Fax: 416-223-9405

email: ggoldfarb@mwba.ca

1598-80 ONTARIO LIMITED

PER:

Authorized Signing Officer

PER:

Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 5 LEVEL: 3 SUITE 305

FIRM OCCUPANCY DATE: November 6, 2012

The undersigned Mrs. **Lea Szajnszajder** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred seventy five thousand nine hundred DOLLARS (\$ 575,900 .00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$3,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty thousand dollars (\$20,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

PER:.....
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 1 LEVEL: 2 SUITE 401

FIRM OCCUPANCY DATE: August 23, 2012

The undersigned Mr. Ben Grubaer (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Eight Hundred fifty nine thousand nine hundred DOLLARS (\$ 859,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of \$ Forty Two thousand nine hundred ninety five dollars (\$ 42,995.00) (being 5% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of one hundred twenty eight thousand nine hundred eighty five dollars (\$ 128,985.00) (being 15% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit, 45 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (20%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 15 day of Jun, 2012

SIGNED, SEALED AND
DELIVERED
in the presence of

Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

1122 P / 12/12
PURCHASER

9/25/1976
D.O.B.

540-750-171
S.I.N.

PURCHASER

D.O.B.

S.I.N.

Address: 2 Argov ST, TEL AVIV, ISRAEL

Telephone (B): 972 52 404000 (H): 972 3 6445224

Facsimile:

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Toronto this 15 day of Jun, 2012

VENDOR'S SOLICITORS

Mayer Wassenar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: _____
Authorized Signing Officer

5. The following terms used herein shall have the meanings below noted:

- (a) "Condominium Act" means The Condominium Act, 1998, S.O. 1998, c.19 and any amendments thereto and other terms used herein shall have ascribed to them the definitions contained in the Condominium Act, unless the context herein otherwise requires;
- (b) "Addendum" means the Taron Schedule attached hereto and headed Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty.
- (c) "Agreement" shall mean this Agreement of Purchase and Sale together with all of the schedules attached hereto as set out in paragraph 3 hereof;
- (d) "Building", "Business Day", "Commencement of Construction", "Critical Dates", "Delayed Occupancy Date", "Early Termination Conditions", "Firm Occupancy Date", "First Tentative Occupancy Date", "Final Tentative Occupancy Date", "Formal Zoning Approval", "Occupancy", "Outside Occupancy Date", "Property", "Condominium Home", "Purchaser's Termination Period", "Statement of Critical Dates", "Tentative Occupancy Date", "The Act", "Unavoidable Delay", and "Unavoidable Delay Period" all have the meanings set out in Section 1, Definitions, of the Addendum and forming a part hereof.
- (e) "Condominium" means the lands and buildings constructed or to be constructed by the Vendor on part of the Lands;
- (f) "Closing Date" when used herein shall mean, as the context requires, any or all of the "Delayed Occupancy Date", "Firm Occupancy Date", "First Tentative Occupancy Date", "Final Tentative Occupancy Date", "Outside Occupancy Date" and/or "Tentative Occupancy Date"
- (g) "Condominium Documents" shall mean the Creating Documents (as hereinafter defined), by-laws and rules of the Condominium, the disclosure statement and budget statement, as may be amended from time to time.
- (h) "Common Elements" means the common elements of the Corporation;
- (i) "Corporation" means the condominium corporation created upon registration by the Vendor of the Creating Documents;
- (j) "Creating Documents" means the declaration, plan and description (as such terms are defined in the Act), which are intended to be registered against the Condominium and which will serve to create the Condominium, as may be amended from time to time;
- (k) "Declaration" means the declaration to be registered pursuant to the Condominium Act in order to create the Condominium;
- (l) "Occupancy Fee" means the monthly amount payable by the Purchaser to the Vendor pursuant to paragraph 17 and (b)(ii) of Schedule "C" herein, such amount being the sum of (i) interest on the unpaid balance of the purchase price at the rate prescribed pursuant to the Condominium Act (ii) the amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributed to the proposed unit and (iii) the projected monthly expense contribution for that unit;
- (m) "Occupancy License" means the license to occupy the unit after the Firm Occupancy Date and prior to the Unit Transfer Date granted by the Vendor to the Purchaser in accordance with the provisions of paragraph 17 hereof;
- (n) "Lands" means that certain parcel or tract of lands and premises in the City of Toronto, Province of Ontario being described as Part Lots 93 and 94, Plan 2370 designated as Part I on Plan 64R-16923 save and except part I on Plan 66R-19902, being all of PIN 10198-0566;
- (o) "Occupancy Closing Date" shall mean the Firm Occupancy Date or the Delayed Occupancy Date, as the case may be, when the unit is substantially completed by the Vendor for Occupancy by the Purchaser in accordance with paragraph 17 hereof;
- (p) "Unit" means the unit being purchased herein as set out on page 1 hereof together with an undivided interest in the common elements in the percentage to be allocated to the unit in Schedule "D" of the Declaration and the exclusive use of those parts of the common elements attached to the unit as set out in the Declaration, subject to the by-laws and rules of the Condominium;
- (q) "Unit Transfer Date" shall mean the day selected by the Vendor upon which a Transfer of the Unit acceptable for registration will be tendered to the Purchaser or the Purchaser's solicitor; and
- (r) "Warranty Program" shall mean the warranties and protection afforded to the Purchaser pursuant to The Act.

6. The items set out in Schedule "B" attached hereto are included in the Purchase Price. The Purchaser acknowledges that only the chattels and finishes set out in said Schedule "B" are included in the Purchase Price. The model suite and/or sales office furnishings, woodwork, trim (including mouldings) decor, improvements, mirrors, drapes, tracks, appliances and wallpaper (if any), or any other item not specifically enumerated on Schedule "B", are for display purposes only and are not included in the

Purchase Price. Some of the facilities and features are part of the common elements of the Corporation and will be owned by the Purchaser as a tenant in common together with all other unit owners in accordance with the Condominium Act and the Declaration. One exclusive use locker is included in the purchase price. The Purchaser agrees that the Vendor shall assign an exclusive use locker to the Purchaser at the Vendor's sole and unfettered discretion, which locker so assigned the Purchaser agrees to accept on closing.

CLOSING

7. This Agreement shall be completed on the Unit Transfer Date or any accelerated or extended date as herein provided, notwithstanding that there may be some deficiencies and uncompleted items in the Unit. The purchaser shall take Occupancy of the Unit on the Occupancy Closing Date in accordance with the terms hereof. The Purchaser agrees to obtain from the Vendor a time of day on or after the Occupancy Closing Date on which the Purchaser shall be entitled to move into the Unit and to use the elevator designated for such purpose, if required.
8. (a) The Purchaser acknowledges and agrees that occupancy of the Unit may not be available on the First Tentative Occupancy Date and that the Occupancy Closing Date may be extended by the Vendor, from time to time, in accordance with the provisions hereof and as set out in the Addendum. The Purchaser may be advised of a Firm Occupancy Date by the Vendor, from time to time. Notwithstanding the provision of the Firm Occupancy Date, the Vendor shall have the unilateral right to further extend the Occupancy Closing Date (even after same has been set in accordance with the provisions hereof), from time to time as required, for one or more periods of time not extending beyond the Outside Occupancy Date, to any particular date selected by the Vendor; Provided that if the Occupancy Closing Date has not occurred by the Outside Occupancy Date and the Purchaser does not terminate the Agreement as permitted and within the time period provided in the Addendum, then the Vendor shall have the continuing right to extend and set the Occupancy Closing Date from time to time as required.
- (b) The Vendor shall provide written notice (the "Notice") to the Purchaser of the Firm Occupancy Date and any extension(s) of the First Tentative Occupancy Date as set out in the Addendum;
- (c) If the Vendor shall be unable to complete this transaction by the Outside Occupancy Date for any reason whatsoever, subject to the provisions of the Addendum, the Vendor may at its sole option declare this Agreement null and void, in which event the deposit(s) shall be returned to the Purchaser with interest at the rate prescribed pursuant to the Condominium Act, and the Vendor shall not be liable for any costs or damages suffered or incurred by the Purchaser thereby.
- (e) The Vendor shall have the right to advance the Firm Occupancy Date to any earlier date, and the Purchaser, by execution of this Agreement, hereby consents to any such earlier occupancy date; and
- (f) It is expressly understood and agreed by the parties hereto that notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Vendor shall be entitled to unilaterally extend any Closing Date, on one or more occasions, for one or more periods of time, from the original First Tentative Closing Date, without any prior notice whatsoever, and for any reason whatsoever (including without limitation, strikes, fires, water damages, construction scheduling and other factors either within or beyond the Vendor's control) and the Purchaser agrees that the failure to provide notice(s) of the extension(s) of the Closing Date in accordance with the foregoing provisions or as set out in the Addendum is not a default of the Vendor under this Agreement. Failure by the Vendor to deliver notices as required pursuant to the Addendum shall only give rise to a claim by the Purchaser in accordance with the Addendum and The Act, as a result of such failure, limited to direct costs caused by the delay in an amount that does not exceed \$150 per day for living expenses and \$7,500.00 in total as set out in the Addendum, and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this agreement as a result thereof nor shall the Vendor be liable for any other damages in connection herewith.
9. The Purchaser hereby agrees within fifteen days from the date of acceptance of this agreement to submit to the Vendor's solicitors written advice as to how the Purchaser wishes to take title, and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit the title advice to the Vendor's solicitor in the required time as aforesaid the Vendor shall be entitled to tender a Transfer of the Unit on Unit Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.
10. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on closing and shall be entitled to register a Notice of Lien against the real property after closing.

CONDITIONS

11. The completion of this Agreement is conditional upon the following:
 - (a) compliance with provisions of Section 50 of the Planning Act of Ontario and amendments thereto on or before closing and the Purchaser acknowledges that registration of the Unit under the Condominium Act shall constitute compliance with the Planning Act and that such registration has not taken place as of the date hereof; and
 - (b) The Vendor approving this offer by no later than 15 days after the date of acceptance hereof by the Vendor. In the event the Vendor notifies the Purchaser in writing by mail at the address set forth herein, such notice to be posted within the said 15 day period, that the Vendor has not approved this offer, then this offer and the agreement arising from the acceptance thereof shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction

other than as required by the Condominium Act. In the event that the Vendor does not notify the Purchaser in writing that the Vendor has not approved this offer within such time period, then this condition shall be deemed to have been waived by the Vendor and this agreement shall be firm and binding on both the Vendor and the Purchaser subject only to the other conditions set out herein which remain unfulfilled.

RIGHT OF ENTRY

12. It is understood and agreed that any time either before or after the Unit Transfer Date or within seven (7) years thereof, the Vendor, its servants, agents or persons authorized by the Vendor or any authorized representative of any mortgagee having a registered mortgage or has approved the Purchaser for a mortgage (included a blanket mortgagee) shall have free access, at all reasonable hours to the Unit in order to make inspections and/or to do any work or repairs thereon which it may deem necessary. The Vendor shall have a further right of access to both the Common Elements and the Unit for a period of seven years from the Unit Transfer Date, in the event that any claim is made pursuant to the Warranty Program by either the Purchaser or the Corporation and the Vendor shall have the continuing right to inspect the Unit from time to time until the claim or claims has or have been resolved.

BLANKET MORTGAGE

13. The Purchaser acknowledges that the Unit or Common Elements may be encumbered by one or more mortgages charges, debentures, liens or encumbrances (the "Encumbrances") which are not intended to be assumed by the Purchaser, and that the Vendor shall not be obligated to obtain and register the partial discharges of such Encumbrances insofar as they may be outstanding on the Unit Transfer Date. The Purchaser agrees to pay to the Vendor Two Hundred and Seventy Five Dollars towards the cost of obtaining partial discharges for such mortgages to be adjusted on the Statement of Adjustments on the Unit Transfer Date. The Purchaser agrees to accept an undertaking from the Vendor's solicitor to register discharges of the said Encumbrances as soon as reasonably possible after the Unit Transfer Date. The Vendor shall supply to the Purchaser on the Unit Transfer Date a general statement(s) addressed to the Vendor or its solicitor setting out the requirements to obtain a discharge(s) of the Encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the purchase price for the Unit in full.

ADJUSTMENTS

14. The following items will be adjusted on the Statement of Adjustments on the Unit Transfer Date, or, if the Vendor selects, on a case by case basis, on the Occupancy Closing Date: Realty taxes (including local improvement charges, if any); assessment rates (except insofar as they are included in common expenses); hydro, water and gas rates (except insofar as the same are included in the common expenses); unearned insurance premiums (except insofar as the same are included in the common expenses); common expenses; Occupancy Fees (for the occupancy period prior to the Unit Transfer Date); the Purchaser shall further pay a sum equal to common expenses applicable to the Unit for a period of two (2) months, and such payment shall be in addition to any common expenses otherwise payable to the Corporation; The Purchaser shall pay the enrollment fee to enroll the Unit and common elements under The Act; the Purchaser shall pay to the Vendor an amount equal to the fee paid by the Vendor to obtain the security posted under The Act that relates to the Vendor's warranty obligations, and an amount equal to the cost of excess deposit insurance premiums paid by the Vendor, both allocated on a prorata basis in accordance with the deposits so secured; the Purchaser shall pay the Vendor's legal and administrative fees (not to exceed \$300.00 plus GST) in respect to the preparation of the Transfer and other closing documents and as compensation for the costs of completing the closing using electronic registration; the Purchaser shall pay the fees charged by the Vendor's solicitor for holding the deposit monies in trust pursuant to the Condominium Act, not to exceed \$100.00 plus GST; The Purchaser shall pay an amount determined by the Vendor, plus GST, for gas and hydro meter installation; the purchaser shall pay an amount not to exceed \$250.00 plus GST, representing the Purchaser's proportionate share, as determined by the Vendor in its sole and unfettered discretion, on account of the hydro energization of the Condominium; a \$150.00 administrative fee plus GST shall be charged to the Purchaser for any cheque upon which a "stop payment" has been ordered or which otherwise is not negotiable by the Vendor, including without limitation any cheque paid for a deposit, monthly occupancy fee or for any upgrades; the Purchaser shall pay the Transaction Levy Surcharge payable to the Law Society of Upper Canada by the Vendor's solicitor; the Purchaser shall pay \$100.00 plus GST to the Vendor's solicitor for arranging for the provision of a Status Certificate pursuant to the Condominium Act to the Purchaser on the Unit Transfer Date; the Purchaser shall pay \$50.00 for each Form 4 Certificate of Compliance issued pursuant to the Condominium Act; Education and other development charges, if any, levied up to the date of this agreement, are included in the purchase price. In the event that there are any new levies or development charges of any nature or kind or there is any increase in any existing levies or development charges of any nature or kind imposed by any authority after the date of execution of this agreement, the amount of said new or increased levy or charge shall be paid by the Purchaser as an adjustment on closing.

The purchase price includes all of the federal goods and services tax, or replacement tax or other value added or sales tax (the "HST.") arising from this transaction.

With respect to realty taxes (including local improvement charges, if any) the same shall be estimated as if the Unit had been assessed by the relevant taxing authority as fully completed by the Vendor for the calendar year in which the Occupancy Closing Date occurs and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that same may not, by the Unit Transfer Date, have been levied or paid, subject however to readjustment, for the period from the Occupancy Closing Date until the end of the calendar year in which the Unit Transfer Date occurred, upon the actual amount of such taxes being ascertained.

DELAYS

15. Notwithstanding paragraph 8 hereof, if the completion of the Unit or the Common Elements is delayed by any cause of any kind whatsoever either within or beyond the control of the Vendor, the Vendor shall be permitted an extension or extensions of any Occupancy Date for completion of the Unit or Common Elements not to extend beyond the Outside Occupancy Date, as designated by the Vendor, and such Occupancy Date shall be extended accordingly and in accordance with the Addendum. If the Vendor is unable to complete the Unit or Common Elements and complete the occupancy of this transaction by the Outside Occupancy Date, and the Purchaser does terminate the Agreement as provided in the Addendum, the Vendor shall not be liable for any costs or damages other than as set out in the Addendum. If the completion of the Unit or the Common Elements is delayed by an Unavoidable Delay, then the Vendor may extend the Occupancy Date beyond the Outside Occupancy Date as permitted by the Addendum.

SUBSTANTIAL COMPLETION

16. If the Unit is sufficiently completed by the Vendor to permit occupancy thereof (as determined by the Vendor) on the Occupancy Closing Date or any extension or extensions as herein provided, the Unit shall be occupied by the Purchaser pursuant to the terms hereof notwithstanding that the Vendor has not fully completed the Unit or the Common Elements and the Vendor shall complete such outstanding work within a reasonable time after closing, having regard to weather conditions and the availability of labour and materials. In any event, the Purchaser acknowledges that failure to complete the Common Elements on or before the Occupancy Closing Date or the Unit Transfer Date, as the case may be, shall not be deemed to be failure to complete the Unit. The Unit shall be deemed to be substantially completed without any appliances being delivered or installed. The Vendor may require that the Purchaser make his own arrangements for the delivery and installation of the appliances after occupancy and the Purchaser shall be required to be in attendance when the appliances are delivered.

OCCUPANCY

17. If the Unit is sufficiently completed sufficient to permit occupancy as herein provided prior to registration of the Condominium, (or in the event the Condominium is registered prior to the Occupancy Closing Date and sale documentation has yet to be prepared or registered), the Vendor grants to the Purchaser a licence to occupy the Unit, and the Purchaser agrees to occupy the Unit pursuant to such licence on the Occupancy Closing Date, or such earlier date the Vendor advises the Purchaser in accordance with paragraph 18 hereof, pursuant to the terms and conditions set out in Schedule "C" attached hereto. If occupancy cannot be given on the Occupancy Closing Date or if the completion of the Unit or common elements is delayed by any reason whatsoever then the Vendor shall be permitted an extension or extensions of time for giving occupancy of completing the Unit from time to time in accordance with the terms of paragraph 15 hereof. The Occupancy Closing Date shall be extended accordingly from time to time by written notice to the Purchaser or the Purchaser's solicitor.
18. The Vendor shall be entitled to accelerate the Occupancy Closing Date, provided that the Unit is substantially complete for occupancy on the earlier date specified in the Vendor's notice to the Purchaser.

TITLE

19. The Purchaser agrees to accept title subject to and be bound by the following:
- (a) The Declaration, Description, and By-Laws (subject to any amendments that may be required by any Vendor's mortgagee, and governmental authority or the Land Registry Office or pursuant to the Condominium Act to permit registration thereof, or any other changes including any change in unit numbering or any reduction or increase in the number of units that does not materially and detrimentally affect the value of the Unit) substantially in the form delivered to the Purchaser upon entering into this Agreement;
 - (b) Any development agreements, site plan agreements, encroachment agreements, easement agreement, historical agreements or any other agreements with the City of Toronto or other municipal authorities or private development agreements and all applicable by-laws whether registered or not;
 - (c) Any easements, right-of-ways, encroachment agreements, conditions, restrictions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, hydro, gas, sewer, water and cable television;
 - (d) Temporary easements in favour of the Declarant for construction and sales of this condominium and for construction on any adjacent properties;
 - (f) Official Plan and zoning amendments passed by the City of Toronto or other government authorities;
 - (g) as herein expressly provided; and
 - (h) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied.
20. Provided that the title is good and free from all encumbrances, save as aforesaid, and except as to any registered restrictions or covenants that run with the land the Purchaser is not to call for the production of any title deed or abstract or other evidence of title except such as are in the possession of the Vendor. The Vendor shall not be required to prove compliance with any easements, agreements, registered restrictions or covenants. The Purchaser is to be allowed until ten days prior to the Unit Transfer Date, or any extensions thereof, to examine the title at the Purchaser's own expense. If within that time any valid

objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate negotiations in respect of such objections, be null and void and the deposits and any amounts paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser together with any interest only if required by the Condominium Act and the Vendor shall not be liable for any costs or damages. Monies paid for extras ordered by the Purchaser are non-refundable. Save as to any valid objections so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor. The Vendor shall be entitled to insert in the Transfer of the Unit specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this agreement and in such case the Purchaser may be required to execute the Transfer prior to closing, or the Vendor may require that the Purchaser deliver a separate written covenant on closing. Purchaser shall accept a conveyance of title from any party on title at the time of closing notwithstanding that title may not be registered in the name of the Vendor, but, in such event, the Purchaser shall have no remedies or claims against the Transferor.

21. The Purchaser covenants and agrees not to register or permit to be registered the Agreement or assignment or transfer thereof, or a caution, purchaser's lien, or certificate of pending litigation or any encumbrance whatsoever against title to the lands herein or the Unit. The Purchaser shall register the transfer of title forthwith upon its delivery and shall pay the costs of registration and taxes relating thereto. In the event the Vendor is required to pay any money to remove such title encumbrance or registration the Purchaser shall reimburse the Vendor for such money together with interest at 2% per month and legal fees on a solicitor and his own client basis.

REAL PROPERTY AND RISK OF VENDOR

22. The Unit and Common Elements shall be and remain at the risk of the Vendor until closing. In the event of damage to the Unit or the Common Elements, the Vendor may in its sole discretion either terminate this Agreement and return to the Purchaser all monies paid by the Purchaser to the Vendor or make such repairs as are necessary to complete this transaction, it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

CONSTRUCTION

23. The Purchaser acknowledges that the building of which the Unit forms a part will be constructed to at least the minimum Ontario Building Code requirements and substantially in accordance with the plans and specifications to be prepared by the Vendor's architects and other consultants and engineers, as amended from time to time. The Purchaser covenants and agrees he shall have no claims against the Vendor for any higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his successors in title against the Vendor. The Vendor hereby advises the Purchaser that noise transmission between suites and from Common Element areas, due to floor finishings, sound systems and other matters and the use of the garbage disposal chutes and elevators may cause annoyance to the owners and tenants as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the request or requirement of any governmental authority or the Vendor's mortgagee any elevations, building specifications or site plans or any part of the Condominium or the Unit or Common Elements, or any condominium marketing documents, including the schedules to this Agreement, to conform with any Municipal or architectural requirements related to building codes, Official Plan or Official Plan Amendment, the zoning by-law, municipal site plan approval or architectural control or for any other purposes the Vendor in its sole discretion determines. The Vendor reserves the right to add or change the location of all bulkheads and chases and the Purchaser acknowledges that such additions or changes may affect the Unit. All such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales brochures, models or otherwise. Ceiling heights may vary and be lower than set out on Schedule "B" hereto in one or more rooms due to construction variation, bulkheads, chases or any other reason as determined by the Vendor or its architects. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of similar nature and quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications. The Purchaser acknowledges and agrees that various types of flooring, such as carpets, marble, tile and/or hardwood floors in the unit (if and only if same are included in Schedule "B" or if purchased as an extra) may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use such reducers in the area as the Vendor deems appropriate.
24. The Purchaser hereby agrees to accept this Agreement as the Vendor's covenant of indemnity regarding any lien claims which are the responsibility of the Vendor, in full satisfaction of the Purchaser's rights under the Construction Lien Act, 1983 and will not claim any lien holdback on closing. The Vendor shall complete the remainder of the condominium according to its schedule of completion and neither the Occupancy Closing Date nor the Unit Transfer Date shall be delayed on that account.
25. The Purchaser hereby agrees to complete all colour selections, within fifteen (15) days of being requested from time to time by the Vendor. In the event that the Purchaser fails to complete such tasks within such time period, then the Vendor shall be entitled to make all colour selections on the Purchaser's behalf, and the Purchaser shall have no claim against the Vendor for any such selections, whether for damages or otherwise.

COVENANTS

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26. All the covenants, warranties, acknowledgements and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title of the unit to the Purchaser.
27. Upon default of the Purchaser of any of the covenants, warranties, acknowledgements and obligations to be performed under this Agreement, and without limiting the generality of the foregoing, any and all covenants relating to the period of occupancy, if any, then in addition to any other rights or remedies which the Vendor may have, the Vendor at its option shall have the right to terminate this Agreement and in such event all deposit monies paid hereunder shall be forfeited to the Vendor and the Vendor may also claim for damages in excess of the deposit at a rate of interest equal to 3% per annum above the prime rate of interest as charged by the Vendor's bankers, from time to time, compounded monthly. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. If the Purchaser has taken possession of the Unit, the Purchaser shall immediately vacate the Unit and the Vendor shall be at liberty to sell the Unit with or without re-entry. In the event that the Purchaser does not close the transaction as scheduled on the Occupancy Closing Date and/or the Unit Transfer Date, then, in addition to all other remedies herein contained or which the Vendor has at law or in equity, the Purchaser shall pay to the Vendor an extension administration fee in an amount set from time to time by the Vendor, which amount is currently Five Hundred Dollars plus One Hundred Dollars per day from the originally scheduled Occupancy Closing Date or Unit Transfer Date, as the case may be, until the date that the Purchaser actually closes the transaction. The Vendor shall not be obligated to release keys to the Purchaser on the Occupancy Closing Date until all documents and funds requested by the Vendor's solicitor have been received by the Vendor's solicitor, and failure of the Vendor to release keys as a result shall not be a default of the Vendor but occupancy fees shall accrue and be payable by the Purchaser from the originally scheduled Occupancy Closing Date, notwithstanding that keys were not released by the Vendor.

ASSIGNMENT

28. The Purchaser covenants and agrees not to sell, not to agree to sell, not to list to sell, not to advertise to sell, and not to assign for sale or offer to sell this Agreement or the Occupancy Licence, either directly or indirectly, without the written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld or for which the Vendor may charge an administration fee, which administration fee shall be the greater of \$2,500.00 or fifty (50%) percent of the increase in value or increase in purchase price of the unit from the purchase price set out herein. The Purchaser hereby covenants that the Purchaser is not purchasing the Unit for trading purposes and acknowledges that the Vendor is relying on this covenant.

SUBORDINATION

29. The Purchaser acknowledges and agrees that this Agreement is subordinate to and postponed to any mortgages arranged and registered on title from time to time by the Vendor and any advances thereunder from time to time and to any easement, licence or other agreement as provided for in paragraph 19 of this Agreement. The Purchaser further agrees that the within postponement is effective without the necessity of obtaining or registering any further documents or instruments evidencing such postponement and this provision may be pleaded as an estoppel if the validity of the within postponement is challenged by the Purchaser. The Purchaser further agrees to provide further assurances as may be required by the Vendor or any other affected party from time to time including consent to and execute postponements and all such other documentation as may be required by them in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney for the purpose of signing all documents and doing all things necessary to implement this provision.

INSPECTION BEFORE CLOSING

30. The parties hereto agree that the Purchaser shall meet with the Vendor's representative at the date and time designated by the Vendor, on or before the Occupancy Closing Date, in order to conduct a pre-delivery inspection of the Unit (hereinafter referred to as the "Pre-Delivery Inspection"), and to list all items remaining uncompleted at the time of such inspection, together with all discernable and/or mutually-agreed deficiencies with respect to the Unit, on the Tarion Certificate of Completion and Possession ("CCP"), in the form prescribed from time to time by and required to be completed pursuant to the provisions of The Act (hereinafter and hereinafter referred to as "Tarion"). The Purchaser acknowledges that only one (1) person in addition to or in substitution of the Purchaser may attend the Pre-Delivery Inspection. It is further understood and agreed that the most current version of the "homeowner information package" published by Tarion shall be delivered to the Purchaser by the Vendor no later than the date of the Pre-Delivery Inspection, and that said homeowner information package is also available for the Purchaser's review or possession at any prior time, directly from Tarion. The form and content of said homeowner information package has been prescribed or approved by Tarion, and said information package will include, amongst other things, standardized information for consumers about how the new home warranty process works, how to submit a claim to Tarion, outlining the timelines in which the Vendor must respond to the Purchaser's complaints (regarding any warrantable deficiencies in respect of the Unit) and is correspondingly obliged to repair any such warrantable defects, and identifying certain exceptions (such as emergency situations or seasonal items) where such stipulated timelines for effecting requisite repairs will change. The Purchaser shall be obliged to execute a confirmation of receipt of the homeowner information package, and to deliver same to the Vendor's representative forthwith following the Purchaser's receipt of the said homeowner information package, but in no event later than the date of the Pre-Delivery Inspection. In addition, the aforementioned CCP shall be executed by both the Purchaser and the Vendor's representative, forthwith following the aforementioned inspection of the Unit. If the Purchaser is unable to personally attend and conduct the Pre-Delivery Inspection with the Vendor's representative, then the Purchaser shall be entitled to appoint and send a designate in his or her place, provided that the "Appointment of Designate for Pre-Delivery Inspection" form has been duly executed by the Purchaser and is delivered to the Vendor on or before the date of the Pre-Delivery Inspection. Said form of appointment can be obtained at any time, either from the Vendor, or from the Tarion website (at www.newhome.on.ca), and expressly authorizes the Purchaser's designate to attend and conduct the Pre-Delivery Inspection (for and on behalf of the Purchaser) with the Vendor's representative, and to execute the following forms required by Tarion on behalf of the Purchaser (which

shall then be binding upon the Purchaser to the same extent as if same had been personally executed by the Purchaser), namely: the Pre-Delivery Inspection form, the CCP, and the Confirmation of Receipt of the Homeowner Information Package (if same has not already been signed by the Purchaser). Except as to items specifically listed in the CCP the Purchaser shall be conclusively deemed to have accepted the Unit as completed, provided that the Vendor shall in any event complete the Common Elements in accordance with this Agreement. The completion of the foregoing inspection and the preparation and endorsement of the CCP are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction, which condition may be waived in whole or in part at the sole discretion of the Vendor. The Purchaser shall pay the Vendor's Pre-Inspection Fee of one hundred fifty dollars as an adjustment on closing. The failure of the Purchaser to complete the CCP prior to the Occupancy Closing Date shall be a default of the Purchaser hereunder.

31. Notwithstanding the closing of this transaction, the Vendor or any persons authorized by it shall be entitled at all reasonable times to enter the Unit in order to make inspections or to do any work or repairs thereon or therein which may be deemed necessary by the Vendor in connection with completion, rectification or servicing of any installation in the Unit. Such right shall be in addition to any rights and easements created under the Condominium Act.

RECEIPT OF DOCUMENTS

32. The Purchaser acknowledges receipt of the Disclosure Statement, including budget statement for the one year period immediately following the registration of the Condominium, and including the Proposed Condominium documents including the Declaration, By-Law No. 1, Rules and Regulations, Management Agreement, and Insurance Trust Agreement.
33. The Vendor shall have the unilateral right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium documents as listed above to comply with the requirement of the Ministry Government Services or any other ministry, the Office of Land Titles, the Corporation of the City of Toronto, other authorities, agencies or commissions having jurisdiction, and any such amendment shall not give rise to any right for the Purchaser to claim damages as to terminate this Agreement and shall be deemed not to be material.

MODEL UNITS

34. All models and renderings in promotional materials and in the sales office are for display purposes only and the colours and finishings shown therein may not match those actually constructed by the Vendor.
35. The Purchaser acknowledges and agrees that the Vendor shall be entitled to maintain units as model units, and may maintain construction offices, displays and signs in units owned by the Vendor and on the Common Elements for the purposes of marketing and selling the units in the Condominium and units in any other building located within the vicinity of the Lands that are being developed by the Vendor or a company related thereto. It is further understood and agreed that until all such units have been sold, the Vendor or a company related thereto, its sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from said model units located within the Condominium.

MISCELLANEOUS

36. The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
37. This offer when accepted shall constitute a binding contract of purchase and sale and time shall in all respects be of the essence hereof, provided that the waiver respecting any provisions herein shall apply only to the specific provision waived. It is agreed that there is no representation or warranty other than as expressed herein in writing.
38. The Vendor represents and warrants to the Purchaser that the Vendor is a registered Vendor/Builder in good standing under The Act. The Purchaser agrees to accept the warranty provided to the Purchaser under The Act in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the Unit other than as expressed herein.
39. The Purchaser waives personal tender and agree in the absence of any other mutually acceptable arrangement confirmed in writing by (or on behalf of) both parties, tender by the Vendor on the Unit Transfer Date will be deemed to be good and valid when the "Completeness Signatory" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitor and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale. Tender by the Vendor on the Occupancy Closing Date will be deemed to be good and valid if the Vendor's solicitor advises the Purchaser or his solicitor that the Vendor is ready, willing and able to complete this transaction and is ready to tender at the Vendor's solicitors office during normal business hours on the Occupancy Closing Date. Any tender on the Vendor shall be made personally on the Vendor's solicitor at the Vendor's solicitors office during normal business hours, on the Occupancy Closing Date, or the Unit Transfer Date. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with paragraph 13 hereof in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered by way of a bank draft or certified cheque drawn on a Canadian Chartered bank, trust company or Province of Ontario Savings Office. It is further provided that, notwithstanding anything contained herein, in the event the Purchaser or his Solicitor advise the Vendor or its solicitors, on or before the Occupancy Closing Date or Unit Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released

to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents from each party hereto to the other, and the Vendor shall not be required to provide any key(s) as part of any tender made by it.

40. Any notice required to be given shall be delivered by hand or mailed by prepaid ordinary mail to the Purchaser at the address indicated herein on the signature page before the Occupancy Closing Date or at the address of the Unit after the Occupancy Closing Date or to the Purchaser's solicitor, by delivery, mail, fax or email, and to the Vendor by delivery or, mail at 123 Bannockburn Avenue, Toronto, Ontario, M5M 2N2, with a copy to Vendor's solicitor at 5001 Yonge Street, Suite 301, North York, Ontario, M2N 6P6, or such other address as the Vendor shall notify the Purchaser or the Purchaser's solicitor, and such notice shall be deemed to have been received on the fifth day following the date of posting or if delivered, faxed or emailed, on the date of delivery, faxing or emailing, as the case may be.
41. This offer and its acceptance is to be read with all changes of gender or number required by the context.
42. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
43. Each of the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.
44. In the event that any warning clauses are required by any governmental or other authority in connection with the approval process of the condominium then this agreement shall be deemed to be automatically amended to include reference to same upon the Vendor mailing a copy of the warning clauses to the Purchaser at the address for service herein set out and the Purchaser shall execute an acknowledgment of receipt of same. The Purchaser hereby appoints the Vendor as its attorney for the purpose of executing an acknowledgment of having received any such warning clauses.
45. In the event that this Agreement is terminated or becomes null and void and the Purchaser is entitled to the return of monies paid on account of the Purchase Price under this Agreement, such repayment shall be together with interest only if required under the Condominium Act. The Vendor, however, shall not be obliged to return any monies paid by the Purchaser as an occupancy fee or for optional upgrades, changes or extras ordered by the Purchaser. In no event shall the Vendor or its agents be liable for any damage or costs whatsoever, and without limiting the generality of the foregoing, for any monies paid to the Vendor for optional upgrades, changes, extras, for any loss of bargain, for any relocating costs, for loss of use of deposit monies or for any professional or other fees paid in relation to this transaction. This clause may be pleaded by the Vendor as a complete defense to any such claim.
46. The Purchaser acknowledges that the area of the Unit as presented in the sales literature is measured to the outside of all exterior and corridor and stairwell walls and the centre of all party walls and may be reduced by up to 2% in accordance with the measurement criteria accepted by Tarion. Actual usable floor space and room dimensions may vary from the stated area. Note: Floor area measurements were calculated on the middle floor, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. The Declarant makes no representations of the view to be offered by any suite in the project.
47. The Purchaser shall not interfere with the completion of other Units and the Common Elements by the Vendor. Until the Condominium is completed and all units sold, the Vendor may make such use of the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office and model suites, the showing of apartments and the display of signs. The Purchaser acknowledges that the Vendor and its related companies shall have, continuing rights to use of all of the Common Elements after the registration of the Condominium and after the Vendor has sold all of its units. The Vendor may lease any unsold units in the Condominium for any uses as are permitted by the applicable zoning bylaws.
48. The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as the Purchaser's lawful attorney in the Purchaser's name, place and stead in order to execute the deposit receipt issued pursuant to The Act and any excess deposit insurance (and related documents) issued by any insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Condominium Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser. As soon as prescribed security for any deposit held by Meyer Wassenaar & Banach, LLP ("MWB") has been provided as required under the Condominium Act, MWB shall thereupon be entitled and is hereby irrevocably authorized and directed to release and disburse such deposit in the Vendor's discretion. MWB may rely on this provision for the release of the deposit in whole or in part notwithstanding that MWB is not a party to this agreement. The Purchaser shall reimburse the Vendor as an adjustment on closing for a deposit administration fee charged by MWB to the Vendor with respect to the foregoing.
49. The Vendor will not pay any interest on the deposit money except as specifically required by the Condominium Act.
50. This Agreement shall enure to the benefit of and be binding upon respective heirs, executors, administrators, successors and permitted assigns of the parties hereto as the case may be, it being acknowledged that the Vendor shall be permitted to assign this agreement and same shall be enforceable on the Purchaser by any assignee.
51. In no event shall the Purchaser have any interest in the Unit prior to the Unit Transfer Date and payment of the balance of the Purchase Price due on said Unit Transfer Date.

52. The Vendor or a management company to be named by the Vendor shall manage the property. The Vendor or the management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.
53. In the event there is any change in the interior layout of the Unit or change in the size of the Unit which is a material change as contemplated by subsection 74(2) of the Condominium Act in the sole and unfettered discretion of the Vendor, the Purchaser covenants and agrees that the Purchaser's sole remedy shall be the rescission rights afforded pursuant to subsection 73 of the Condominium Act, notwithstanding any rule of law or equity to the contrary. The Purchaser is advised that the Vendor shall have the right to increase or decrease the number of Units in the Condominium by changing the style or configuration and/or the unit mix as set out in the Condominium Documents at its sole discretion. In the event of such alteration of changes the ultimate legal description of the Property may change and the proposed Condominium Documents, including, without limitation, the unit number and level number of the Unit on the plan sheets of the Condominium and in the proposed Condominium documents and the "Unit No." and "Level No." of the Unit as referred to on the face page of this Agreement shall be deemed to be amended accordingly and the Purchaser hereby consents to any such alterations, changes, modifications or amendments and agrees to complete the sale herein notwithstanding such alterations, changes, modifications or amendments.
54. When used herein where the context so requires, words importing gender include the masculine, feminine and neuter genders, words in the singular include the plural and vice versa and the word "person" includes a natural person, a partnership, a corporation and any other form of incorporated or unincorporated organization or entity.
55. Where the Purchaser is a corporation or is an individual or corporation purchasing in trust for a corporation, individual or other entity, the execution of this Agreement by the individual or individuals signing for a corporation or other entity or by individual named as the purchaser in trust will be deemed to also be a personal guarantee and indemnity of the individual or individuals so signing of all the Purchaser's obligations hereunder, it being understood that the Vendor need not first exhaust its recourse against the Purchaser prior to pursuing such personal guarantee and indemnity.
56. This agreement may be executed by facsimile signature and, if so executed, shall be deemed to be valid and binding on the undersigned as if same were signed in original form.
57. The Purchaser shall not have any claim or cause of action (as a result of any matter of thing arising under or in connection with this Agreement) against any person or other legal entity, other than the party named as the Vendor in this Agreement.
58. If electronic registration of documentation at the Land Registry Office is in effect on the Unit Transfer Date, the following terms and conditions shall form part of this Agreement:
 - (a) The Purchaser shall retain a solicitor in good standing with the Law Society of Upper Canada to represent the Purchaser with respect to this Agreement;
 - (b) The Purchaser shall direct his/her solicitor to execute a document registration agreement in form prepared by the Vendor's solicitor (the "Document Registration Agreement") establishing the procedure and timing for completion of this Agreement. The Purchaser shall reimburse the Vendor as an adjustment of closing for any additional legal costs that the Vendor may incur to complete this transaction electronically;
 - (c) The Purchaser and Vendor acknowledge that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Document Registration Agreement;
 - (d) If the Agreement cannot be completed in escrow pursuant to the Document Registration Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitor at such time as directed by the Vendor's solicitor or as otherwise mutually agreed upon to complete the Agreement;
 - (e) The Vendor may execute all documentation on the Occupancy Closing Date and/or the Unit Transfer Date by facsimile or electronic signature and such signatures shall be accepted by the Purchaser and shall be binding on the Vendor. Electronic signatures shall include a reproduced form of signature or a computer produced signature on any document that is transmitted electronically to the Purchaser or its solicitor. The Purchaser agrees that documents for the Occupancy Closing and/or the Unit Transfer Date closing may be transmitted to the Purchaser's solicitor by email or by the Vendor's solicitor requiring that the Purchaser's solicitor download all such documents from a web site and the Purchaser agrees that any such request by the Vendor's solicitor to the Purchaser or its solicitor to download documents shall be a valid delivery and tender of documents hereunder; and
 - (f) The Vendor and/or its solicitors may deliver notices and closing documents to the Purchaser and/or the Purchaser's solicitor by email. The Vendor and/or its solicitor may require the Purchaser and/or its solicitor to download copies of closing documents from a web site designated by the Vendor or its solicitor. Any such emailing of or posting of documents to a website by the Vendor or its solicitor shall be deemed to be good and valid delivery of same to the Purchaser and/or its solicitor. The Purchaser agrees that any documents delivered by the Vendor and/or its solicitor may be electronically signed pursuant to the Electronic Commerce Act and the Purchaser agrees to accept such electronically signed documents on closing.
59. In the event that the Purchaser desires to:

-12-

- (a) increase the amount to be paid to the Vendor's solicitors on the Occupancy Closing Date at any time after the expiry of the initial 10 day statutory rescission period (if permitted hereunder);
- (b) vary the name(s) or manner in which the Purchaser has previously requested to take title to the Property;
- (c) add or change any parking(s) being acquired from the Vendor;
- (d) change his or her solicitor; and/or
- (e) change any other information or any documentation reflected in (or comprising part of) the occupancy closing package or final closing package that is prepared by the Vendor's solicitor;

but fails to inform the Vendor's solicitor regarding any of the foregoing changes prior to the time that the interim closing package or final closing package (as the case may be) has been prepared by the Vendor's solicitor, then the Purchaser shall be obliged to directly pay the Vendor's solicitor's fees for any such changes or, alternatively, as requested by the Vendor's solicitor, to reimburse the Vendor, on either the Occupancy Closing Date or on the Unit Transfer Date, for the legal fees and ancillary disbursements which may be incurred by the Vendor and/or charged by the Vendor's solicitors in order to revise the occupancy closing package or final closing package (or any portion thereof) accordingly, and/or to reproduce and resend the occupancy closing package or final closing package (or any portion thereof) as the case may be, to the Purchaser or the Purchaser's solicitor, but without there being any obligation whatsoever on the part of the Vendor or the Vendor's solicitors to approve of, or to implement, any such changes so requested by the Purchaser.

Mortgage Approval

60. The Purchaser hereby agrees within ten days from the date of acceptance of this agreement to submit to the Vendor or the Vendor's solicitor all requisite financial and personal information, including evidence of the source of down payment and evidence of that the Purchaser has been approved for a mortgage.

Further the Purchaser shall submit to the Vendor or the Vendor's solicitor at any time or times within five days of demand made by the Vendor or the Vendor's solicitor all requisite financial and personal information, together with any other documents or verifications as required by the Vendor to satisfy itself of the Purchaser's continuing ability to close the transaction. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information and acknowledges that such information may be referred to at any time in connection with this transaction. In the event that the Purchaser fails to submit the information, evidence, documents and/or mortgage approval within the time period as hereinbefore set forth, as often as the Vendor or its solicitor shall require, the Purchaser shall be in default under this Agreement and at the Vendor's option this Agreement shall be null and void and the Purchaser's deposit shall be retained by the Vendor as liquidated damages.

Privacy

61. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, The Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information, including without limitation, the Purchaser's name, home and business addresses, e-mail address, telefax/telephone number(s), age, date of birth and marital status, residency status, and social insurance number, as well as the Purchaser's financial information (including the purchase price of the unit and other relevant information concerning the Agreement of Purchase and Sale), desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not distribute such personal information to anyone other than as required by law or to the following entities, namely to:

- a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, any successor in title to the Vendor, any other future condominium declarants from the Vendor's or its affiliate's projects or with the Vendor's shareholders (for the purposes of the remainder of this paragraph such entities being collectively referred to as the "Vendor") for the purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family that the Vendor believes may be of interest to the Purchaser or members of the Purchaser's family;
- b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
- c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Vendor and/or the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor/cost consultant, the Vendor's designated take-out lender(s), the Ontario New Home Warranty Program and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- d) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;

- e) any trades/suppliers, sub-trades/suppliers, agents or consultants who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor), to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- f) one or more providers of cable television, telephone, telecommunication, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium;
- g) any relevant governmental authorities or agencies, including without limitation, the Registry Office, the Ministry of Finance for the Province of Ontario, and Canada Customs & Revenue Agency;
- h) the Vendor's solicitors;
- i) the condominium corporation, and the condominium's property manager; and
- j) to our accountant/auditors and bankers, shareholders, partners, joint venturer participants, and their accountants/auditors and bankers, as necessary for preparation of financial statement and reporting on the status (financial or otherwise) of our projects, from time to time.

SCHEDULE "A"**Unit location plan**

SCHEDULE "B"

The following items listed below are included in the Purchase Price:

SUITE APPOINTMENTS**PROJECT FEATURES**

All Specifications, dimensions and materials are subject to change
Floors and specific finishes will depend on Vendor's package as selected
Errors and Omissions Excepted

SCHEDULE "C"
OCCUPANCY TERMS

- (a) The transfer of the Unit shall take place on the Unit Transfer Date in accordance with the provisions set out in paragraph (d) hereof.
- (b) The Purchaser shall pay to the Vendor on the Occupancy Closing Date:
 - (i) The amount set out in paragraph 1(c) of the Agreement.
 - (ii) During the period of occupancy the sum calculated in accordance with paragraph 5(j) of this Agreement, per month, as an Occupancy Fee, payable in advance on the first of each month which monthly payments will not be credited as payments on account of the Purchase Price. The Purchaser shall be charged interest at 24% per annum together with administration fees as set by the Vendor from time to time for all late and/or missed Occupancy Fee Payments.
 - (iii) The Purchaser shall from the closing Date pay all telephone, alarm systems, utility and other charges and expenses billed directly to the Unit Owner by the supplier of such services unless same are included as a proposed common expense. Purchaser shall be responsible for Realty Taxes from the Occupancy Closing Date and if the portion of the Occupancy Fee payable for Realty Taxes is insufficient to cover the Purchaser's share of Realty Taxes then an adjustment will be made on the Unit Transfer Date.
- (c) On or before the Purchaser taking possession of the Unit, the Purchaser agrees to execute and deliver to the Vendor any such documents, directions, acknowledgements, assumption agreements, inspection lists and any and all other documents required by the Vendor in the same manner and to the extent possible or practical as if the Unit Transfer Date were taking place at that time. In addition, the Purchaser agrees to deliver to the Vendor on or before the Occupancy Closing Date a series of twelve (12) post-dated cheques each in the amount of the said Occupancy Fee for the twelve (12) months immediately following the Occupancy Closing Date, and to replace those cheques with further series of twelve (12) post-dated cheques as may be required by the Vendor from time to time. The Purchaser acknowledges that keys to the Unit will not be released until all documents and closing funds (by certified cheque if so requested) requested by the Vendor or its solicitors are delivered to the Vendor's solicitor but occupancy fees shall be payable by the Purchaser from the Occupancy Closing Date as set by the Vendor notwithstanding that keys may not have been released on that date..
- (d) Upon registration of the Condominium, the Purchaser agrees to complete this Agreement on the Unit Transfer Date which shall be at least ten (10) days after the Purchaser or the Purchaser's solicitor has been given written notice by the Vendor or its solicitor of such registration for completion purposes and of the Unit Transfer Date. Any Occupancy Fee payable shall be adjusted proportionately.
- (e) Such occupancy by the Purchaser shall be governed insofar as applicable by the provisions of the declaration, By-laws, and Rules delivered to the Purchaser upon entering into this Agreement, and the Purchaser covenants as follows:
 - (i) The Purchaser shall maintain the Unit in a clean and proper condition, without alteration, without the written approval of the Vendor.
 - (ii) The Purchaser shall be responsible for all damage to the Unit and the common elements caused by the Purchaser or the Purchaser's agents, servants, workers, invitees or licensees. The Purchaser shall reimburse the Vendor for the cost of repair of any such damage and indemnity and save the Vendor harmless of and from all costs in connection therewith.
 - (iii) The monthly occupancy of the Purchaser shall terminate on the Unit Transfer Date.
 - (iv) The balance due on closing required to be paid by the Purchaser to the Vendor on the Occupancy Closing Date shall be reflected as a Credit to the Purchaser in the Statement of Adjustments and the statement of Adjustments shall be prepared as of the Unit Transfer Date.
- (f) If the Declaration and Description have not been registered within eighteen (18) months after the Occupancy Closing Date, the Purchaser agrees, at the Vendor's request, to vacate the Unit on a date being eighteen (18) months from the Occupancy Closing Date and deliver up possession of the Unit to the Vendor in which event the deposits and any amount paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser, subject to any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state on occupancy, reasonable wear and tear excepted, and the return of such monies shall be deemed to terminate this Agreement and the Occupancy Licence. The Purchaser hereby consents to such termination pursuant to Section 79(2) of the Condominium Act and agrees to provide the Vendor with a release of this Agreement in the Vendor's standard form. The Occupancy Fees shall be proportionately adjusted in the event of such termination.
- (g) In the event of damage by fire, lightning or tempest during the period of occupancy, it is understood and agreed by the parties hereto that if the Unit can be repaired within one hundred twenty (120) days then it shall be repaired by the Vendor and the Occupancy Fee shall abate during the making of such repairs. If such damage cannot be repaired within one hundred twenty (120) days then such occupancy shall be terminated, the Purchaser shall vacate the Unit and deliver up vacant possession thereof to the Vendor and all monies paid by the Purchaser on account of the Purchase Price shall be returned to the Purchaser with interest only if required by the Condominium Act and this Agreement shall be null and void.
- (h) The Purchaser shall not have the right to assign or sublet the Occupancy Licence during the occupancy period, without the Vendor's consent, which may be arbitrarily withheld.

- (i) The Purchaser will execute the Vendor's standard form of Occupancy Agreement if required by the Vendor on the Occupancy Closing Date.

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 2 LEVEL: 4 SUITE 402

FIRM OCCUPANCY DATE: August 28, 2012

The undersigned Mr. Israel Bialostozky (the "Purchaser") hereby agrees with 1598490 ONTARIO LIMITED (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of **Six Hundred thirty thousand nine hundred DOLLARS (\$ 630,900.00)** of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of **SThirty one thousand five hundred forty five dollars (\$31,545.00)** (being 5% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of **Ninety four thousand six hundred thirty five dollars (\$ 94,635.00)** (being 15% of the purchase price) by cheque or money order to the Vendor's solicitor, as a deposit, 45 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (20%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 3 LEVEL: 4 SUITE 403

FIRM OCCUPANCY DATE: November 26, 2012

The undersigned Mr. **ISRAEL SAURYMPER** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred twenty five thousand nine hundred DOLLARS (\$ 525,900 .00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$4,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Twenty thousand dollars (\$20,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 5 day of DEC 2012SIGNED, SEALED AND
DELIVERED
in the presence ofWitness
(As to all Purchaser's
signatures, if more
than one Purchaser)X ISRAEL KUNINBER 27/01/1971
PURCHASER D.O.B. S.I.N.

PURCHASER D.O.B. S.I.N.

Address: 52 VINCENT CT. BELL LANE, LONDON NW2 2TH, UTelephone (B): (H) 442082024067

Facsimile:

PURCHASER'S SOLICITOR: GABRIEL KRIVONEZAddress: 1000 FINCH AVE W, TORONTOTelephone: 416-665-9000 Facsimile: 416-665-9001

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Toronto this 5 day of DEC 2012VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
3001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone 416-223-9191 ext 370
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing OfficerPER: _____
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 4 LEVEL: 4 SUITE 404

FIRM OCCUPANCY DATE: March 6, 2013

The undersigned Mrs. **SHEMESH SHIRAN**, (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of **Five Hundred fifty five thousand DOLLARS (\$ 555,000.00)** of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of **seven thousand dollars (\$7,000.00)** by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Tel Aviv this Feb day of 2012

SIGNED, SEALED AND
DELIVERED

in the presence of

Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

Sniran
PURCHASER

D.O.B.

S.I.N.

PURCHASER

D.O.B.

S.I.N.

Address: 312 Yofa St Jerusalem

Telephone (B) (H)

Facsimile:

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Tel Aviv this Feb day of 2013

VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Att: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: _____
Authorized Signing Officer

**THE DELORAINE RESIDENCES
AGREEMENT OF PURCHASE AND SALE**

UNIT: 5 LEVEL: 4 SUITE 405

FIRM OCCUPANCY DATE: November 6, 2012

The undersigned Mrs. **Rachel Kraus** (the "Purchaser") hereby agrees with **1598490 ONTARIO LIMITED** (the "Vendor") on the terms, conditions and provisions set out below and in the Agreement to purchase the above-referenced Unit, finished in accordance with the specifications and conditions listed in the Agreement together with an undivided interest in the common elements and the exclusive use of those parts of the common elements attaching to such Unit as set out in the Declaration subject to the by-laws and rules of the condominium corporation.

PURCHASE PRICE

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor agrees to sell to the Purchaser the Unit for the purchase price in the amount of Five hundred eighty five thousand nine hundred DOLLARS (\$585,900.00) of lawful money of Canada (inclusive of G.S.T. as per paragraph 14 herein), payable as follows:
 - (a) the sum of One hundred thousand dollars (\$4,000.00) by cheque or money order to the Vendor's solicitor, as a deposit 7 days after acceptance hereof, to be held pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (b) the sum of Thirty thousand dollars (\$30,000.00) by cheque or money order to the Vendor's solicitor, as a deposit pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Unit Transfer Date;
 - (c) On the Occupancy Closing Date the Purchaser shall pay to the Vendor an amount that, together with the deposits provided under paragraphs 1 (a) and (b) hereof, equals twenty (35%) percent of the Purchase Price, plus any adjustments that may be payable to the Vendor on the Occupancy Closing Date in accordance with the provisions hereof;
 - (d) the balance of the Purchase Price by certified cheque on the Unit Transfer Date, subject to the adjustment hereinafter set forth.
2. This agreement is conditional as set forth in paragraph 11 hereof.
3. Paragraphs 1-59 and Schedules A, B, C, and Statement of Critical Dates Delayed Occupancy Warranty and Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty are attached hereto and form part of and are an integral part of this Agreement. The Purchaser acknowledges that he has read all paragraphs and schedules of this Agreement.
4. This offer shall be irrevocable by the Purchaser until 5:00 pm on the 15th business day after the date of execution by the Purchaser of this Agreement, as set forth below, after which time this offer may be withdrawn in which case this offer shall be null and void and the deposit returned to the Purchaser without interest. Acceptance of this offer shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. The Purchaser shall be entitled to rescind this Agreement and receive return of the deposits without interest or deduction by delivery of written notice to the Vendor within ten (10) days of receipt of the Disclosure Statement.

[SIGNATURES SET OUT ON PAGE 2 HEREOF]

DATED AT Toronto this 6 day of November, 2012.

SIGNED, SEALED AND
DELIVERED
in the presence of

Witness
(As to all Purchaser's
signatures, if more
than one Purchaser)

x Rachal Kruss
PURCHASER

05/12/89
D.O.B.

[Signature]
S.I.N.

PURCHASER

D.O.B.

S.I.N.

Address: Steep Avenue 25 Jerusalem IL

Telephone (B): 972-2-9000-901 (H) 972-527778000

Facsimile:

PURCHASER'S SOLICITOR: GABRIEL KATKUNEF

Address: 1000 Finch Ave. W, Toronto

Telephone: 416-665-9000 Facsimile: 416-665-9002

THE UNDERSIGNED accepts the above and agrees to complete this transaction in accordance with the terms hereof.

DATED AT Toronto this 6 day of November, 2012.

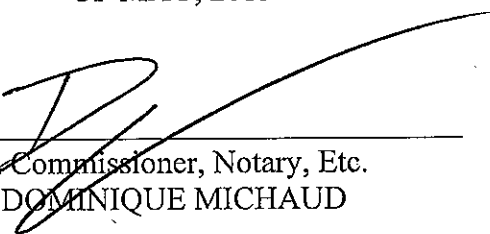
VENDOR'S SOLICITORS
Meyer Wassenaar & Banach, LLP
5001 Yonge Street, Suite 301
North York, Ontario, M2N 6P6
Attn: Gary D. Goldfarb
Telephone 416-223-9191 ext 270
Fax: 416-223-9405
email: ggoldfarb@mwb.ca

1598490 ONTARIO LIMITED

PER: [Signature]
Authorized Signing Officer

PER: _____
Authorized Signing Officer

THIS IS **EXHIBIT "DD"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Madasa Razabi

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 3 day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 1 on LEVEL 1 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____ together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 83 and 84, Plan 2370, designated as Part 1 on Plan 58R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1487, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 22 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____

(Vendor's Signature)

Print Name & Title: CHIEF BEALOSTO

I/We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 103

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

-- AND --

Ishayahu Eranich

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 3 day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 3 on LEVEL 1 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELDON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELDON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per:

(Vendor's Signature)

Print Name & Title: CHAYZ BEALOSTOZKI

I/We have the authority to bind the Corporation

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited
(hereinafter called the "Vendor")

-- AND --

Nissim Burnham
(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 1 on LEVEL 2 and PARKING UNIT NO.(S) on LEVEL and LOCKER UNIT NO.(S) on LEVEL , together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

Nissim Burnham
(Purchaser)

(Purchaser)

1598490 Ontario Limited
(Print Name of Vendor)

Per:
(Vendor's Signature)

Print Name & Title: CHAYA BYALOSTOZKY
I/We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 202

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Sara Hadasa Bakhai

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 01 day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 2 on LEVEL 2 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____

(Vendor's Signature)

Print Name & Title: CHAI BIALOSTOZY

I/We have the authority to bind the Corporation

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited (hereinafter called the "Vendor")
 — AND —

Shlomo Slood

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 20 day of October 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 3 on LEVEL 2 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 84, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per:

(Vendor's Signature)

Print Name & Title: CHAI BIAO OCTO 2011

I / We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 204

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Natan Fediga

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 9 day of January 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 4 on LEVEL 2 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____ together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____

(Vendor's Signature)

Print Name & Title: CHLOE BYALOS TO JR
I/We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 205

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Avraham Shtizberg

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 2 day of December 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 5 on LEVEL 2 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct **F SHELDON WEINLES**, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from **F SHELDON WEINLES**.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, **F SHELDON WEINLES** and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: CHATA BIALOSTOKI

(Vendor's Signature)

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1588490 Ontario Limited (hereinafter called the "Vendor")
 — AND —

Arie Zaiger

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 1 on LEVEL 3 and PARKING UNIT NO.(S) on LEVEL and LOCKER UNIT NO.(S) on LEVEL together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) Q3 and Q4, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1588490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have heretofore affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1588490 Ontario Limited

(Print Name of Vendor)

Per:

(Vendor's Signature)

Print Name & Title: CHAI PIAO STOKI

I/We have the authority to bind the Corporation

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Yoseph Shtizberg

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 15 day of June 2012, (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 2 on LEVEL 3 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan B41497, N Y770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F. SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per:

(Vendor's Signature)

Print Name & Title: CHAS REALSTO JR

1 / We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 303

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

---AND---

Rivka Saurymper

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 12 day of January 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 3 on LEVEL 3 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1980, as amended.

The Purchaser and Vendor hereby direct F SHELDON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELDON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

R. Saurymper

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: [Signature]

(Vendor's Signature)

Print Name & Title: CHAEK BEALOSTO 2111

I / We have the authority to bind the Corporation

PROJECT NAME: The Deloraine ResidencesRE: SUITE 304

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited (hereinafter called the "Vendor")

--- AND ---

Ester Korenfeld (hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 17 day of May 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 4 on LEVEL 3 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____ together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 65R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____ (Vendor's Signature)

Print Name & Title: CHAIM BYALOSTOZKI
I / We have the authority to bind the Corporation

PROJECT NAME: The Deloraine ResidencesRE: SUITE 305

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Lea Szainszneider

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 2 day of December 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 5 on LEVEL 3 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELDON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELDON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: CHAJA BIALOSTOKI

(Vendor's Signature)

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

-- AND --

Ben Grubner

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 15 day of June (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 1 on LEVEL 4 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.
2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.
4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.
5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.
7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____

(Vendor's Signature)

Print Name & Title: CHAIM BYALOS TOZVU

I / We have the authority to bind the Corporation

PROJECT NAME: The Delorsine ResidencesRE: SUITE 402

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

-- AND --

ISRAEL BIALOSTOZKY

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 15 day of June, 2012, (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 2 on LEVEL 4 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Delorsine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELDON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELDON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

[Signature]
(Witness)
Gabe A. [Signature]
(Witness)

Israel Bialostozky
(Purchaser)

[Signature]
(Purchaser)

1598490 Ontario Limited
(Print Name of Vendor)

Per: [Signature]
(Vendor's Signature)

Print Name & Title: CHAIM BIALOSTOZKY
I/ We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 403

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Israel Saurimper

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 5 day of December 2012 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 3 on LEVEL 4 and PARKING UNIT NO.(S) on LEVEL and LOCKER UNIT NO.(S) on LEVEL , together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1988, as amended.

The Purchaser and Vendor hereby direct F SHELDON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELDON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELDON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have herunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: [Signature]

(Vendor's Signature)

Print Name & Title: CHADA BILLOSTOZKI

I/ We have the authority to bind the Corporation

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

-- AND --

(hereinafter called the "Vendor")

Shamesh Shiran

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the ___ day of February 2013 (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 4 on LEVEL 4 and PARKING UNIT NO. (S) _____ on LEVEL _____ and LOCKER UNIT NO. (S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 68R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Fortwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

1598490 Ontario Limited

(Print Name of Vendor)

Per: _____

(Vendor's Signature)

Print Name & Title: CHAYA BIALOSTOZYU

I/We have the authority to bind the Corporation

PROJECT NAME: The Deloraine Residences

RE: SUITE 405

MUTUAL RELEASE AND TERMINATION AGREEMENT

BETWEEN: 1598490 Ontario Limited

(hereinafter called the "Vendor")

— AND —

Rachal Kraus

(hereinafter collectively called the "Purchaser")

WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale which was effective on the 6 day of November 2012, (the "Purchase Agreement"), pertaining to the Purchaser's acquisition from the Vendor of DWELLING UNIT NO. 5 on LEVEL 4 and PARKING UNIT NO.(S) _____ on LEVEL _____ and LOCKER UNIT NO.(S) _____ on LEVEL _____, together with an undivided interest in the common elements appurtenant thereto (hereinafter collectively referred to as the "Purchased Units"), all in accordance with condominium plan documentation proposed to be registered against those lands and premises situate in the Town/City of Toronto, in the Province of Ontario, comprising part(s) of lot(s) 93 and 94, Plan 2370, designated as Part 1 on Plan 66R-22815, Street Line of Deloraine Avenue is Confirmed by Plan BA1497, NY770229, Plan 11031 registered in the Land Registry Office for the Land Titles Division of Toronto (hereinafter referred to as the "Real Property");

AND WHEREAS for various pertinent reasons, the parties hereto now desire to terminate the Purchase Agreement, and wish to release each other from any and all claims that they may have arising under (or in connection with) the Purchase Agreement, and have accordingly entered into these presents in order to evidence same;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the mutual releases hereinafter set forth, and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree to the following:

1. The Purchase Agreement, together with any and all addendums thereto or amendments thereof, is hereby terminated, and of no further force or effect.

2. Forthwith upon the execution of these presents by both parties hereto, the Vendor shall refund and remit to the Purchaser the money he paid, representing the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price of the Purchased Units (the "Deposit Monies"), together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and/or The Condominium Act S.O. 1998, as amended.

The Purchaser and Vendor hereby direct F SHELTON WEINLES, to issue a cheque for the refund of the deposit monies, from its trust account, in favour of the Vendor, 1598490 Ontario Limited. The Vendor agrees to issue a cheque to the Purchaser, from the monies it receives from F SHELTON WEINLES.

3. The parties hereto hereby mutually release each other, and each of their respective heirs, executors, administrators, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the foregoing provisions hereof.

4. Without restricting the generality of the foregoing, it is expressly understood and agreed that the Purchaser shall not make or pursue any claim(s) or proceeding(s) with respect to the Purchase Agreement, the Purchased Unit and/or the Deposit Monies against, F SHELTON WEINLES and/or any other party acting as Escrow Agent nor against any other person or corporation which might claim contribution or indemnity from the Vendor in connection with the Purchase Agreement or the termination thereof, in connection with the aforementioned condominium project developed (or intended to be developed) on the Real Property.

5. Upon the execution of these presents by both parties hereto, all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Real Property (both at law and in equity, and whether in possession, expectancy or otherwise) shall be automatically released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.

6. This agreement shall ensure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. This agreement shall be read and construed with all changes of gender and/or number as may be required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, or corporate seals, as the case may be, this 20 day of March, 2013.

SIGNED, SEALED AND DELIVERED in the presence of

(Witness)

(Witness)

(Purchaser)

(Purchaser)

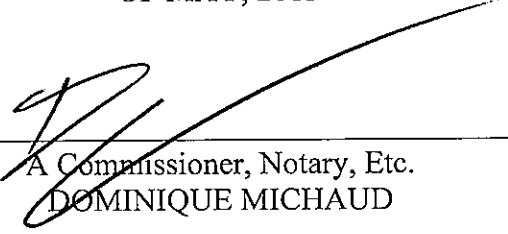
1598490 Ontario Limited

(Print Name of Vendor)

Part: (Vendor's Signature)

Print Name & Title: CHAIM BTALOSTOZKY
I/We have the authority to bind the Corporation

THIS IS **EXHIBIT "EE"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Dominique Michaud

From: Ira Smith [ira@irasmithinc.com]
Sent: May 6, 2013 4:03 PM
To: MorleyG@trezcapital.com; BruceR@trezcapital.com; KenL@trezcapital.com
Cc: Irving Marks; Dominique Michaud
Subject: Tarion
Attachments: Tarion Registration Requirement.pdf

I have now today connected with Tarion and was advised that:

1. The Company's Tarion registration lapsed and the bond was returned.
2. A new registration application would have to be submitted.
3. It is not as simple as reviving a lapsed registration; the process starts at the beginning.
4. Attached is the Tarion new applicant information to be submitted, much of which is not applicable given this receivership.

I now have a call into the Director of Tarion to discuss the situation, as the person I spoke to was not able to deviate from the checklist and suggested I speak with the Director. Obviously, in order to register, we are going to have to have Tarion not reject our application because it does not follow the standard checklist. Once the Director returns my call, I will have updated information for you.

I recall being told that Mr. Barack replaced the initial bond with alternate security (rumoured to be in the \$660K range). Tarion confirmed to me today that the security was returned upon the lapsing, so, if the information provided to me is correct, he would have known about the lapsing as he received his security back. Tarion was unable to give me specifics, and advised that the files were stored off site and would take some time to be retrieved, as I had requested a copy of the Company's initial registration and any correspondence regarding the lapsing of the registration.

At this stage the original documents are not the issue, it is how to get Tarion to understand that the Receiver is not in a position to deliver the bulk of the standard checklist information, determine what Tarion's security requirements will be, and get the Company registered again. I will provide additional information as soon as I have heard from the Director and received his advice.

Best regards.



IRA SMITH MBA, CPA, CA-CIRP
President

167 Applewood Cres. Suite 6, Concord, ON L4K 4K7

P: 905.738.4167 ext.111 | C: 905.738.4167 ext. 211

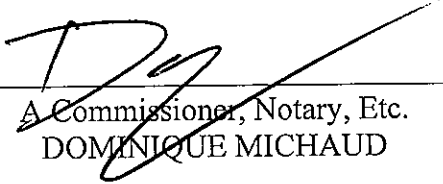
F: 905.738.9848 | E: ira@irasmithinc.com

www.irasmithinc.com

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07/05/2013

THIS IS **EXHIBIT "FF"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013


A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

Properties

PIN 10198 - 0575 LT **Interest/Estate** Fee Simple
Description PART OF LOTS 93 AND 94, PLAN 2370, CITY OF TORONTO, DESIGNATED AS PART 1
ON PL 66R-22815. STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN
BA1497, NY770229 PLAN 11031 SUBJECT TO AN EASEMENT IN FAVOUR OF
ROGERS CABLE COMMUNICATIONS INC. AS IN AT2458855
Address 3443 BATHURST STREET
TORONTO

416

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 1598490 ONTARIO LIMITED
Address for Service 123 Bannockburn Avenue
Toronto, Ontario
M5M 2N2

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

Chargee(s)**Capacity****Share**

Name VECTOR FINANCIAL SERVICES LIMITED
Address for Service 25 Imperial Street, Suite 500
Toronto, Ontario
M5P 1B9

Provisions

Principal \$660,000.00 **Currency** CDN
Calculation Period monthly, not in advance
Balance Due Date 2013/11/10
Interest Rate See Schedule
Payments
Interest Adjustment Date 2011 10 10
Payment Date 10th day of each month
First Payment Date 2011 11 10
Last Payment Date 2013 11 10
Standard Charge Terms
Insurance Amount full insurable value
Guarantor

Additional Provisions

See Schedules

Signed By

Alyssa Kinsley Tipple 600-390 Bay Street acting for Chargor Signed 2011 10 07
Toronto (s)
M5H 2Y2

Tel 416-868-1900
Fax 4168681708

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

Submitted By

ROSE, PERSIKO, RAKOWSKY, MELVIN LLP 600-390 Bay Street
Toronto
M5H 2Y2

2011 10 07

LRO # 80 Charge/Mortgage

Registered as AT2835847 on 2011 10 07 at 11:14

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

yyyy mm dd Page 2 of 17

Submitted By

Tel 416-868-1900

Fax 4168681708

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

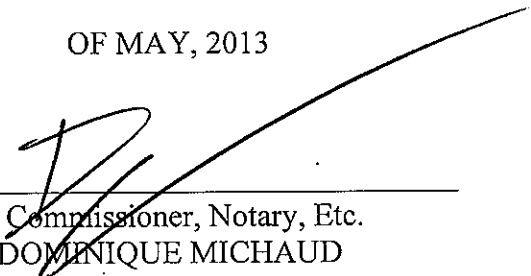
Total Paid \$60.00

File Number

Chargee Client File Number :

2110291- VECTOR L/T DELORAINE

THIS IS **EXHIBIT "GG"** REFERRED TO IN
THE AFFIDAVIT OF **BRUCE ROY**
SWORN BEFORE ME THIS 9TH DAY
OF MAY, 2013



A Commissioner, Notary, Etc.
DOMINIQUE MICHAUD

CLEAR CERTIFICATE / CERTIFICAT LIBRE

**SHERIFF OF /
SHERIF DE: CITY OF TORONTO (TORONTO)**

**DATE OF CERTIFICATE /
DATE DU CERTIFICAT: 2013-05-08**

THIS CERTIFIES THAT THERE ARE NO WRITS OF EXECUTION, EXTENT OR
CERTIFICATES OF LIEN IN MY HANDS AT THE TIME OF SEARCHING AGAINST THE REAL
AND PERSONAL PROPERTY OF:

JE CERTIFIE, PAR LA PRESENTE, NE PAS AVOIR DE BREF D'EXECUTION, NI DE
CERTIFICAT DE PRIVILEGE, NI D'ORDONNANCE EN MA POSSESSION AU MOMENT DE LA
RECHERCHE VISANT LES BIENS MEUBLES OU IMMEUBLES DE:

	SURNAME / NOM	GIVEN NAME(S) / PRENOM(S)
(COMPANY/SOCIETE)	1598490 ONTARIO LIMITED	

CAUTION TO PARTY REQUESTING SEARCH:
ENSURE THAT THE ABOVE INDICATED NAME IS THE SAME AS THE NAME SEARCHED.
THIS NAME WILL REMAIN CLEAR UNTIL THE CLOSE OF BUSINESS THIS DATE.

AVERTISSEMENT A LA PARTIE QUI DEMANDE LA RECHERCHE:
ASSUREZ-VOUS QUE LE NOM INDIQUE CI-DESSUS EST LE MEME QUE CELUI QUI EST
RECHERCHE. CE NOM DEMEURERA VALIDE JUSQU'A LA FIN DE LA JOURNEE DE TRAVAIL.

CHARGE FOR THIS CERTIFICATE /
FRAIS POUR CE CERTIFICAT: \$11.00

SEARCHER REFERENCE /
REFERENCE CONCERNANT L'AUTEUR DE LA DEMANDE: 1200107

THE EQUITABLE TRUST
COMPANY et al.
Applicants

-and- 1598490 ONTARIO LIMITED
Respondent

Court File No. CV-13-10082-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF BRUCE ROY

ROBINS, APPLEBY & TAUB LLP
Barristers & Solicitors
120 Adelaide Street West
Suite 2600
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Lawyers for the Applicants

Court File No. CV-13-10082-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the
Courts of Justice Act, and Section 243 of the *Bankruptcy and Insolvency Act*

BETWEEN:

THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION

Applicants

and

1598490 ONTARIO LIMITED

Respondent

CONSENT

Ira Smith Trustee & Receiver Inc., a licensed trustee in bankruptcy, hereby agrees to act as Receiver of the property, assets and undertaking of the Respondent, 1598490 Ontario Limited.

Dated at Toronto this 7th day of May, 2013.

Ira Smith Trustee & Receiver Inc.

Per: 

Name: Ira Smith

Title: President, Trustee in Bankruptcy

January 15, 2010

s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver SCHEDULE "A"

Court File No. □□□□□ _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE □□□□□

)
)
)

WEEKDAY _____, THE # _____

JUSTICE □□□□□ _____

DAY OF MONTH _____, 20YR 2013**PLAINTIFF¹**

Plaintiff

—and—

THE EQUITABLE TRUST COMPANY and
TREZ CAPITAL CORPORATION

Applicantsand**DEFENDANT**

Defendant

1598490 ONTARIO LIMITEDRespondent

¹ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

ORDER

~~THIS MOTION~~APPLICATION made by the Plaintiff²Applicants for an Order pursuant to section 243(1) of the ~~Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA")~~ and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~ and section 243 of the ~~Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "BIA")~~ appointing Ira Smith Trustee & Receiver Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~1598490 Ontario Limited (the "Debtor") ~~acquired for, or used in relation to a business carried on by the Debtor,~~ was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Bruce Roy sworn ~~[DATE]~~_____ and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~Applicants and counsel for the Debtor, no one appearing for ~~[NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~ sworn ~~[DATE]~~ and on reading the consent of ~~[RECEIVER'S NAME]~~Ira Smith Trustee & Receiver Inc. to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the ~~BIA~~ and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ and section 243 of the ~~BIA~~, Ira Smith Trustee & Receiver Inc. is hereby appointed Receiver, without security, of all of lands and premises legally described in

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

³ If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

Schedule "A" hereto (the "Lands") and for the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property"). For greater certainty, Property includes Insurance Policies, Material Contracts, Permits, Personal Property, Plans, Specifications and Securities, as each such terms is defined in Schedule "B" hereto.

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$~~□□□□□□~~100,000.00 provided that the aggregate consideration for all such transactions does not exceed \$~~□□□□□□~~250,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien or delivery for demand pursuant to section 39 of the Construction Lien Act, R.S.O., 1990, c.C.30, as amended (the "CLA").

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities,

including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder

(the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁴

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

⁴ ~~Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "AC" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

24. **THIS COURT ORDERS** that notwithstanding paragraphs 20-23 inclusive, and as alternate thereto, the Receiver is hereby authorized to borrow money to fund the exercise of its powers and duties hereunder by way of advances from the Applicants, which advances shall be secured by the Applicants' security on the Property (including without limitation the First

Mortgage as defined and attached as an exhibit to the Roy Affidavit), with the same priority that may attach to such security.

25. THIS COURT ORDERS that all funds advanced by the Applicants to the Receiver to fund the exercise of its powers and duties as a private receiver prior to the date of this Order shall be secured by the Applicants' security on the Property (including without limitation the First Mortgage as defined and attached as an exhibit to the Roy Affidavit), with the same priority that may attach to such security.

GENERAL

26. 24.—THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. 25.—THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. 26.—THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. 27.—THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. 28.—THIS COURT ORDERS that the PlaintiffApplicants and the Receiver and any party who has served a Notice of Appearance, may serve any materials in this proceeding by e-mailing

a pdf or other electronic copy of such materials to counsels' e-mail addresses as recorded on the Service List from time to time, in accordance with the e-filing protocol of the Commercial List to the extent practicable.

31. THIS COURT ORDERS that the Applicant shall have its costs of this ~~motion application~~, up to and including entry and service of this Order, as provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine in the Applicants' security.

32. 29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

PIN 76285 - 0001 LT

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0002 LT

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0003 LT

UNIT 3, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0004 LT

UNIT 4, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0005 LT

UNIT 5, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0006 LT

UNIT 6, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0007 LT

UNIT 7, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0008 LT

UNIT 8, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0009 LT

UNIT 9, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0010 LT

UNIT 10, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0011 LT

UNIT 11, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0012 LT

UNIT 12, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0013 LT

UNIT 13, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0014 LT

UNIT 14, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0015 LT

UNIT 15, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0016 LT

UNIT 16, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0017 LT

UNIT 17, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0018 LT

UNIT 18, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0019 LT

UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0020 LT

UNIT 20, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0021 LT

UNIT 21, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0022 LT

UNIT 22, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0023 LT

UNIT 23, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0024 LT

UNIT 24, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0025 LT

UNIT 25, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

Municipally known as: 3443 Bathurst Street, Toronto, ON M6A 2C3

P.I.N. 76285 - 0026 LT

UNIT 26, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0027 LT

UNIT 1, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0028 LT

UNIT 2, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0029 LT

UNIT 3, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0030 LT

UNIT 4, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0031 LT

UNIT 5, LEVEL 2, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0032 LT

UNIT 1, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0033 LT

UNIT 2, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0034 LT

UNIT 3, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0035 LT

UNIT 4, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0036 LT

UNIT 5, LEVEL 3, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0037 LT

UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0038 LT

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0039 LT

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P.I.N. 76285 - 0040 IT

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0041 IT

UNIT 5, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0042 LT

UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0043 LT

UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0044 LT

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P.I.N. 76285 - 0045 LT

UNIT 4, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0046 LT

UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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P.I.N. 76285 - 0047 LT

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2285 AND ITS APPURTENANT INTEREST STREET LINE OF DELORAINE AVENUE IS CONFIRMED BY PLAN BA1497, NY770229 PLAN 11031.; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3206944; CITY OF TORONTO

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SCHEDULE "B"

DEFINED TERMS

"Construction Agreements" means all construction contracts and subcontracts entered into by or on behalf of the Debtor for the supply of construction services or materials to all improvements constructed on or made to the Lands including, without limitation, all agreements, invoices and other documents related thereto, together with all bonds, guarantees, letters of credit and/or other securities issued with respect to the performance of such Construction Agreements and the supply of all work, labour and materials thereunder.

"Insurance Policies" means all policies of insurance insuring the Lands and the building improvements, fixtures and other properties situate in, on or under the Lands or arising out of the interest of the Debtor in the Lands including, without limitation, policies of insurance for property damage, loss of rental income, business interruptions, theft of property, professional liability, general liability, fire and extended perils and boiler and machinery.

"Material Contracts" means all of the right, title and interest, but not the liabilities, obligations or burdens, of the Debtor in all contracts entered into by or on behalf of the Debtor for the development, servicing and management of any improvements constructed on or made to the Lands including, without limitation, any cost sharing agreements (except Construction Agreements which are expressly excluded herefrom), insurance, Permits and Plans and Specifications and Landmark Sale Agreements including, without limitation, any amendments, extensions, renewals and replacement which have been made to any of them, all proceeds therefrom, all benefits and advantages which now or hereafter may be derived therefrom, all debts, demands, choses in action and claims due, owing, or accruing due to or on behalf of the Debtor therefrom and all books, accounts, invoices, letters, papers, drawings, blueprints, documents, records and data (including hard and soft copies thereof and all forms of magnetic, electronic and other means of data storage) in any way evidencing or relating thereto.

"Permits" means all present and future approvals, licenses, demolition permits, excavation permits, foundation permits, building permits, construction permits and other permits now or hereafter issued or required to be issued by any public or governmental authority in order to permit the construction of improvements to the Lands.

"Personal Property" means all personal property (including, without limitation, each account, chattel paper, document of title, equipment, instrument, intangible, inventory, money, security and goods) owned or acquired by or on behalf of the Debtor or in respect of which the Debtor has any rights and which is now located on, affixed or attached to, placed upon, situate in or on, or which may arise out of, from or in connection with the ownership, use or disposition of, the Lands or any part thereof, including, without limitation, all increases, additions, substitutions, repairs, renewals, replacements, accessions, accretions and any improvements to any such Personal Property and all proceeds and other amounts derived directly or indirectly from any dealings with any such Personal Property.

"Plans and Specifications" means all plans, specifications and drawings for the improvements constructed upon the Lands.

"Securities" means all monies evidenced or represented by certificates of deposit, guaranteed investment certificates or other interest bearing instruments or accounts issued to or registered in the name of the Debtor or its nominee and all renewals thereof and/or substitutions, replacements, additions of alterations thereof.

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. □□□□□AMOUNT \$□□□□□

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Ira Smith Trustee & Receiver Inc. the receiver (the "**Receiver**") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ 1598490 Ontario Limited. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the □□□□□ of MONTH, 20YR2013 (the "**Order**") made in an action having Court file number □□□□□-CL-□□□□□, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$□□□□□, being part of the total principal sum of \$□□□□□ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the □□□□□ day of each month] after the date hereof at a notional rate per annum equal to the rate of □□□□□ per cent above the prime commercial lending rate of Bank of □□□□□ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

- 27 -

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the day of MONTH, 20YR-2013

[RECEIVER'S NAME], Ira Smith Receiver & Trustee Inc. solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

Document comparison by Workshare Compare on Thursday, May 09, 2013
3:17:09 PM

Input:	
Document 1 ID	interwovenSite://worksite/Active/2503524/1
Description	#2503524v1<Active> - Sample Order
Document 2 ID	interwovenSite://worksite/Active/2503523/1
Description	#2503523v1<Active> - Draft Order compared to sample Order
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	216
Deletions	112
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	330

THE EQUITABLE TRUST
COMPANY et al.

-and- 1598490 ONTARIO LIMITED

Applicants

Respondent

Court File No. CV-13-10082-00CL

ONTARIO
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**PROCEEDING COMMENCED AT
TORONTO**

**APPLICATION RECORD
(Volume 2 of 2)**

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Lawyers for the Applicants