

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**DBDC SPADINA LTD. and
THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO**

Applicants

- and -

**NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP LTD.
and EGLINTON CASTLE INC.**

Respondents

- and -

**THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO,
TO BE BOUND BY THE RESULT**

**MOTION RECORD OF COMPUTERSHARE TRUST COMPANY OF CANADA AS
NOMINEE FOR TREZ CAPITAL LIMITED PARTNERSHIP
(VOLUME 1 OF 3)**

January 7, 2014

Robins, Appleby & Taub LLP
Barristers & Solicitors
2600 – 120 Adelaide Street W
Toronto, Ontario M5H 1T1

Irving Marks LUSC #19979H
imarks@robapp.com
Tel: 416.360.3329

Dominique Michaud LSUC #56871V
dmichaud@robapp.com
Tel: 416.360.3795
Fax: 416.868.0306

Lawyers for Computershare Trust Company of
Canada as nominee for Trez Capital Limited
Partnership

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**DBDC SPADINA LTD. and
THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO**

Applicants

- and -

**NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP LTD.
and EGLINTON CASTLE INC.**

Respondents

- and -

**THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO,
TO BE BOUND BY THE RESULT**

**MOTION RECORD OF COMPUTERSHARE TRUST COMPANY OF CANADA AS
NOMINEE FOR TREZ CAPITAL LIMITED PARTNERSHIP
(VOLUME 1 OF 3)**

January 7, 2014

Robins, Appleby & Taub LLP
Barristers & Solicitors
2600 – 120 Adelaide Street W
Toronto, Ontario M5H 1T1

Irving Marks LUSC #19979H
imarks@robapp.com
Tel: 416.360.3329

Dominique Michaud LSUC #56871V
dmichaud@robapp.com
Tel: 416.360.3795
Fax: 416.868.0306

Lawyers for Computershare Trust Company of
Canada as nominee for Trez Capital Limited
Partnership

TO: **Lenczner Slaght Griffin LLP**
Barristers & Solicitors
2600-130 Adelaide St W
Toronto, ON M5H 3P5

Peter Griffin
pgriffin@litigate.com

Peter Osborne
posborne@litigate.com

Shara N. Roy
sroy@litigate.com

Tel: 416.865.9500
Fax: 416.865.9010

Lawyers for the Applicants

AND **Fasken Martineau Dumoulin LLP**
TO: Barristers & Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

John Campion
jcampion@fasken.com

Tel: 416.366.8381
Fax: 416.364.7813

Lawyers for Guillermo Schible,
Lawyers for the Respondents

AND **Schible Law**
TO: Barristers & Solicitors
Adelaide Place, DBRS Tower
181 University Avenue, Suite 2200
Toronto, Ontario M5H 3M7

Guillermo Schible
guillermo@schiblelaw.com

Tel: 416.601.6813
Fax: 416.352.5454

Lawyers for the Respondents

AND **Goodmans LLP**

TO: Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7

Fred Myers

fmyers@goodmans.ca

Brian Empey

bempey@goodmans.ca

Mark Dunn

mdunn@goodmans.ca

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for the Inspector/Manager

AND **McCarthy Tetrault LLP**

TO: Barristers & Solicitors
5300 – 66 Wellington Street West
Box 48, Toronto-Dominion Bank
Tower
Toronto, Ontario M5K 1E6

James Gage

jgage@mccarthy.ca

Heather Meredith

hmeredith@mccarthy.ca

Tel: 416.601.8342

Fax: 416.868.0673

Lawyers for CDPQ Mortgage
Investment Corporation

AND **Thornton Grout Finnigan LLP**

TO: **Barristers & Solicitors**

100 Wellington Street W., Suite 3200
PO Box 329, Canadian Pacific Tower
Toronto, Ontario M5K 1K7

James H. Grout

jgrout@tgf.ca

Tel: 416.304.0557

Fax: 416.304.1313

Lawyers for ACM CMF Services Ltd.

AND **Minden Gross LLP**

TO: **Barristers & Solicitors**

145 King Street W., Suite 2200
Toronto, Ontario M5H 4G2

Timothy R. Dunn

tdunn@mindengross.com

Tel: 416.369.4335

Fax: 416.864.9223

Lawyers for 295 The West Mall
Portfolio Ltd.

AND **Zimmerman Associates**

TO: **3338 Dufferin Street**

Toronto, Ontario M6A 3A4

Lawrence Zimmerman

larry@zimlaw.com

Tel: 416.489.9222

Fax: 416.489.6222

Lawyers for the Handelman Group
and the Tannenbaum Group

AND **Stikeman Elliot LLP**
TO: 5200 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Maria Konyukhova
mkonyukhova@stikeman.com

Tel: 416.869.5230
Fax: 416.947.0866

Lawyers for IMC Limited Partnership

AND **Folger, Rubino LLP**
TO: 77 King Street West
Suite 3000, PO Box 9
TD Centre North Tower
Toronto, ON M5K 1G8

Martin R. Kaplan
mkaplan@foglars.com

Vern W. DaRe
vdare@foglars.com

Tel: 416.864.9700
Fax: 416.941.8852

Lawyers for Riocan Management Inc.,
RioCan Mortgage Corp., RioCan Real
Estate Investment Trust and Trinity
Urban Properties Inc.

AND **Aird & Berlis LLP**
TO: Brookfield Place
181 Bay Street
Suite 1800, Box 754
Toronto, ON M5J 2T9

Steven L. Graff
sgraff@airdberlis.com

Ian Aversa
iaversa@airdberlis.com

Tel: 416.865.7726
Fax: 416.863.1515

Lawyers for 165 Bathurst Financial
Inc.

AND **Torkin Manes LLP**
TO: 151 Yonge Street
Suite 1500
Toronto, Ontario M2C 2W7

Jeffrey Simpson
jsimpson@torkinmanes.com

Tel: 416.777.5413
Fax: 1.888.587.9143

Lawyers for Harbour Mortgage Corp.

AND **Osler, Hoskin & Harcourt LLP**
TO: Box 50, 1 First Canadian Place
Toronto, Ontario M5X 1B8

Steven Golick
sgolick@osler.com

Tel: 416.862.6704
Fax: 416.862.6666

Lawyers for Sam Reisman and Rose
Reisman

AND **Sam Reisman and Rose Reisman**
TO: 12-156 Duncan Mill Road
Toronto, On M3B 3N2

Martie Simon
msimon@rosecorp.com

Tel: 416.916.4333

AND **Bennett Jones LLP**
TO: 1 First Canadian Place
Suite 3400
Toronto, Ontario M2K 2S5

Paul D. Blundy
blundyp@bennettjones.com

Tel: 416.777.4854
Fax: 416.863.1716

Lawyers for TCE Beta Services Inc.

AND **Bram Zinman**
TO: Barrister and Solicitor
4711 Yonge Street, Suite 509
Toronto, ON M2N 6K8

Bram Zinman
bzinman@bellnet.ca

Tel: 416.221.5919
Fax : 416.226.0910

Lawyers for Gemtec Wall & Ceiling
Systems Ltd., a subcontractor of Fox
Contracting

AND **Jack Copelovici**
TO: 1220 Sheppard Avenue East
Suite 204
Toronto, Ontario M2K 2S5

Jack Copelovici
jack@copel-law.com

Tel: 416.494.0910
Fax: 416.494.5480

Lawyers for Fox Contracting Ltd.

AND **Glaholt LLP**
TO: 141 Adelaide Street West
Suite 800
Toronto, Ontario M5H 3L5

Andrea Lee
andrealee@glaholt.com

Tel: 416.368.8280
Fax: 416.368.3467

Lawyers for Gentry Environmental
Systems Ltd.

AND **Brauti Thorning Zibarras LLP**
TO: 151 Yonge Street
Suite 1800
Toronto, ON M5C 2W7

David Meirovici
dmeirovici@btzlaw.ca

Tel: 416.362.4567
Fax: 416.362.8510

Lawyers for Norel Electric Ltd.

AND **Chaitons LLP**

TO: Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

George Benchetrit
george@chaitons.com

Tel: 416.218.1141
Fax: 416.218.1841

Lawyers for Return on Innovation
Capital Inc.

Index

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**DBDC SPADINA LTD. and
THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO**

Applicants

- and -

**NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP LTD.
and EGLINTON CASTLE INC.**

Respondents

- and -

**THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO,
TO BE BOUND BY THE RESULT**

INDEX

TAB	DOCUMENT
A.	Notice of Motion
B.	Affidavit of Gaetano Coscia sworn January 3, 2014
1.	Copy of the Manager Order dated November 5, 2013
2.	Copy of Commitment Letter from Trez Capital Limited Partnership to West Mall Holdings Ltd. dated February 14, 2013
3.	Copy of Commitment Letter from Trez Capital Limited Partnership to Wynford Professional Centre Ltd. dated February 19, 2013
4.	Copy of Commitment Letter from Trez Capital Limited Partnership to A To Be Incorporated Company dated March 14, 2013
5.	Copy of Commitment Letter from Trez Capital Limited Partnership to Global

	Mills Inc. dated July 24, 2013
6.	List of Securities for the Four Loans
7.	Copy of Mortgage and Standard Charge Terms for the Loan to West Mall Holdings Ltd. dated March 19, 2013
8.	Copy of Mortgage and Standard Charge Terms for the Loan to Wynford Professional Centre Ltd. dated March 7, 2013
9.	Copy of Mortgage and Standard Charge Terms for the Loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. dated April 23, 2013
10.	Copy of Mortgage and Standard Charge Terms for the Loan to Global Mills Inc. dated July 31, 2013
11.	Copy of General Assignment of Rents for the Loan to West Mall Holdings Ltd. dated March 19, 2013
12.	Copy of General Assignment of Rents for the Loan to Wynford Professional Centre Ltd. dated March 7, 2013
13.	Copy of General Assignment of Rents for the Loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. dated April 23, 2013
14.	Copy of General Assignment of Rents for the Loan to Global Mills Inc. dated July 31, 2013
15.	Copy of Guarantee and Postponement of Claim dated March 7, 2013 for the Loan to West Mall Holdings Ltd.
16.	Copy of Guarantee and Postponement of Claim dated March 6, 2013 for the Loan to Wynford Professional Centre Ltd.
17.	Copy of Guarantee and Postponement of Claim dated April 23, 2013 for the Loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee
18.	Copy of Guarantee and Postponement of Claim dated July 29, 2013 for the Loan to Global Mills Inc.
19.	Copy of Statutory Declaration dated March 7, 2013 for the Loan to West Mall Holdings Ltd.
20.	Copy of Statutory Declaration dated March 6, 2013 for the Loan to Wynford Professional Centre Ltd.
21.	Copy of Statutory Declaration dated April 23, 2013 for the Loan to Royal Gate

	Nominee Inc. and Royal Gate (Land) Nominee Inc.
22.	Copy of Statutory Declaration dated July 29, 2013 for the Loan to Global Mills Inc.
23.	Copy of Solicitor Opinions dated March 18, 2013 for the Loan to West Mall Holdings Ltd.
24.	Copy of Solicitor Opinions dated March 6, 2013 for the Loan to Wynford Professional Centre Ltd.
25.	Copy of Solicitor Opinions dated April 23, 2013 for the Loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee
26.	Copy of Solicitor Opinions dated July 29, 2013 for the Loan to Global Mills Inc.
27.	Copy of Corporate Certificate dated March 7, 2013 for the Loan to West Mall Holdings Ltd.
28.	Copy of Corporate Certificate for the Loan to Wynford Professional Centre Ltd.
29.	Copy of Corporate Certificate for the Loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee
30.	Copy of Corporate Certificate dated July 29, 2013 for the Loan to Global Mills Inc.
31.	Copy of Shareholders Register of West Mall Holdings Ltd.
32.	Copy of Shareholders Register of Royal Gate Holdings Ltd.
33.	Copy of Shareholders Register of Post Mobility Inc.
34.	Copy of E-mail from Mark Dunn to Dominique Michaud dated November 19, 2013
35.	Copy of Construction Lien against Royal Gate Property by Norel Electric Ltd. dated November 15, 2013
36.	Copy of Construction Lien against Royal Gate Property by Laser Heating & Air Conditioning Inc. dated December 3, 2013
37.	Copy of Letter from Dominique Michaud to the Borrowers and Manger dated November 25, 2013
38.	Copy of Letter from Dominique Michaud to Fred Myers dated December 6, 2013

39.	Copy of E-mail from Brian Empey to Dominique Michaud dated December 10, 2013

Tab A

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**DBDC SPADINA LTD. and
THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO**

Applicants

- and -

**NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP LTD.
and EGLINTON CASTLE INC.**

Respondents

- and -

**THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO,
TO BE BOUND BY THE RESULT**

NOTICE OF MOTION

COMPUTERSHARE TRUST COMPANY OF CANADA ("Computershare"), as nominee and agent for Trez Capital Limited Partnership ("**Trez**"), will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) on January 16, 2014, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) an Order varying and/or amending the Order of Justice Newbould dated

November 5, 2013, appointing Schonfeld Inc. Receivers + Trustees (the "**Manager**") as manager of the Schedule "B" companies and properties (the "**Manager Order**"):

- (i) to remove Wynford Professional Centre Ltd., Global Mills Inc., West Mall Holdings Ltd. and Royal Gate Holdings Ltd. (collectively the "**Borrowers**") from the list of Schedule "B" corporations as set out in the Manager Order;
- (ii) to set aside the Manager Order as it relates to the properties municipally known as :
 - (a) 18 Wynford Drive, Toronto, Ontario (the "**Wynford Property**");
 - (b) 1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Boulevard. Vaughan, Ontario (the "**Royal Gate Property**");
 - (c) 291-295 The West Mall, Mississauga, Ontario (the "**West Mall Property**"); and
 - (d) 1450 Don Mills Road, Toronto, Ontario (the "**Don Mills Property**").(collectively the "**Mortgaged Properties**")
- (iii) to declare that the Manager Order does not apply to the Mortgaged Properties;
- (b) an Order lifting the stay of proceedings imposed pursuant to paragraphs 12 and 13 of the Manager Order so as to permit Trez to commence and continue enforcement proceedings to realize upon its security registered on title to the Mortgaged Properties;
- (c) in the alternative, an Order varying and/or amending the Manager Order on the terms set out in the joint Notice of Motion to be served by Thornton Grout Finnigan LLP;
- (d) If necessary, an Order abridging the time for service and validating service of the Motion Record;
- (e) an Order granting Trez its costs of this motion; and

- (f) such further and other relief as Counsel may request and this Honorable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. Trez has loaned a total of \$49,587,500.00 to the Borrowers pursuant to terms of the Trez Loans set out below:
 - (a) \$1,937,500.00 loan from Trez Capital Limited Partnership to West Mall Holdings Ltd. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and West Mall Holdings Ltd. dated February 14, 2013 (the "**West Mall Loan**");
 - (b) \$9,850,000.00 loan from Trez Capital Limited Partnership to Wynford Professional Centre Ltd. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and Wynford Professional Centre Ltd. dated February 19, 2013 (the "**Wynford Loan**");
 - (c) \$16,800,000.00 loan from Trez Capital Limited Partnership to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and a to be incorporated company dated March 14, 2013 (the "**Royal Gate Loan**"); and
 - (d) \$21,000,000.00 loan from Trez Capital Limited Partnership to Global Mills Inc. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and Global Mills Inc. dated July 24, 2013 (the "**Global Mills Loan**").(collectively the "**Loans**")
2. Computershare as nominee for Trez holds a first mortgage as security for the Wynford Loan, the Royal Gate Loan and the Global Mills Loan and a second mortgage as security for the West Mall Loan.
3. Prior to entering into the Loans, the Borrowers made both oral and written representations that Ronauld Walton ("**Ron**") and Norma Walton ("**Norma**")

each owned a 50% share of each of the Borrowers. At not time did the Borrowers advise that Dr. Bernstein had any interest in any of the Borrowers.

4. In or around, November 8, 2013, Trez first learned that Applicants had obtained the Manager Order. At this time the terms of the Manager Order were still not finalized. Counsel for the Manager provided Trez' lawyers a copy of the issued and entered Manager Order on November 19, 2013.
5. The Manager Order was obtained without any notice to Trez, despite the fact that Trez has \$49,587,500.00 in mortgage security registered against the Mortgaged Properties.
6. The Manager Order was granted in the context of a shareholders dispute between the Applicants and the Respondents. The Receiver was not appointed to protect Trez' interests.
7. The Manager Order, *inter alia*, :
 - (a) stays Trez' rights and remedies with respect to the Borrowers, the Mortgaged Properties and the Trez Mortgages;
 - (b) imposes the Priming Charges in priority to the Trez Mortgages;
 - (c) authorizes the Manager to collect revenue from the Mortgaged Properties without any requirement to pay any amounts owing on the Trez Mortgages and without any restriction or prohibition on the use of the revenue from the Mortgaged Properties; and
 - (d) authorises the Manager to market and sell the Mortgaged Properties without consulting with Trez.

The Borrowers' Defaults

8. The Borrowers have committed the following events of default under the Loans

and the Trez Mortgages:

- (e) the appointment of the Manager is a clear event of default pursuant to the receivership provisions of the mortgage security and the applicable standard charge terms of the Trez Mortgages (the “**Manager Default**”);
- (f) it has come to the Trez’ attention in reading the endorsement of Justice Newbould dated November 1, 2013, that Dr. Bernstein is a 50% shareholder in each of the Borrowers’ companies. This ownership structure is in direct conflict to representations made by the Borrowers to the Lender that:
 - (i) Ron and Norma are the only 2 shareholders of the Borrowers; and
 - (ii) the Borrowers are the sole registered and beneficial owners of the properties held by the Borrowers.

Accordingly, it appears as though the representations made by the Borrowers are false. This misrepresentation is a clear event of default pursuant to the terms of the commitment letters between Trez and the Borrowers and the receivership provisions of the mortgage security provided to Trez by the Borrowers in respect to the Loans (the “**Ownership Default**”).

- (c) Wynford Professional Centre Ltd. has failed to make the scheduled \$750,000.00 payment due on October 5, 2013 as required by the terms of the Wynford Loan. This is a clear event of default of the Wynford Loan (the “**Wynford Payment Default**”).

9. By letter dated December 6, 2013, Trez' lawyers wrote to the Manager's lawyer to request that the Manager take steps to rectify the Wynford Payment Default and put the Wynford Loan back into good standing by December 16, 2013. Trez also requested that in the event that the Manager was unable to arrange for the \$750,000.00 payment that the Manager consent to lift the stay of enforcement to allow for Trez to enforce its security on the Wynford Loan.
10. By email dated December 10, 2013, the Manager's lawyers advised Trez' lawyers that the Manager could not arrange to cure the Wynford Payment Default. The Manager's lawyers also did not provide the Manager's consent to Trez enforcing its security on the Wynford Loan.
11. The Manager Order has prejudiced Trez as it has:
 - (a) prevented Trez from exercising its rights and remedies under the Trez Mortgages;
 - (b) placed control of the Mortgaged Properties and its related revenues in the control of the Manager without imposing an obligation to make payments on necessary payments on the Loans, including the payment for the Wynford Payment Default;
 - (c) subordinated the Trez Mortgages behind the Priming Charges;
 - (d) grouped the Mortgaged Properties together with 28 other unrelated properties such that the Manager cannot focus sufficient time and resources on the Mortgaged Properties to properly address their respective challenges.
12. Trez. should be entitled enforce its rights and remedies to ensure that its interests in the Mortgaged Properties are properly protected.
13. Since being advised of the Manager Order, Trez has been in negotiations with the Manager and the Applicants to address Trez' issues with the Manager Order and

the Wynford Payment Default. To date, there has been no resolution and these issues remain unresolved.

14. Trez relies on:

- (a) The provisions of the *Ontario Business Corporations Act*, R.S.O. 1990, Chapter B.16 and/or the *Courts of Justice Act*, R.S.O. 1990, c.C.43.
- (b) Rules 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (c) Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- 1. The Affidavit of Gaetano Coscia sworn January 3, 2014.
- 2. Such further and other material as counsel may advise and this Honourable Court may permit.

January 3, 2014

ROBINS APPLEBY & TAUB LLP
Barristers & Solicitors
2500 – 130 Adelaide Street West
Toronto, ON M5H 2M2

Irving Marks LUSC #19979H
Tel: 416.360.3329

Dominique Michaud LSUC #56871V
Tel: 416.360.3795
Fax: 416.868.0306

Lawyers for Computershare Trust Company
of Canada as nominee for Trez Capital
Limited Partnership

TO: SERVICE LIST

SCHEDULE A COMPANIES

Dr. Bernstein Diet Clinics Ltd.
2272551 Ontario Limited
DBDC Investments Atlantic Ltd.
DBDC Investment Pape Ltd.
DBDC Investments Highway 7 Ltd.
DBDC Investments Trent Ltd.
DBDC Investments St. Clair Ltd.
DBDC Investments Tisdale Ltd.
DBDC Investments Leslie Ltd.
DBDC Investments Lesliebrook Ltd.
DBDC Fraser Properties Ltd.
DBDC Fraser Lands Ltd.
DBDC Queen's Corner Inc.
DBDC Queen's Plate Holdings Inc.
DBDC Dupont Developments Ltd.
DBDC Red Door Developments Inc.
DBDC Red Door Lands Inc.
DBDC Global Mills Ltd.
DBDC Donalda Developments Ltd.
DBDC Salmon River Properties Ltd.
DBDC Cityview Industrial Ltd.
DBDC Weston Lands Ltd.
DBDC Double Rose Developments Ltd.
DBDC Skyway Holdings Ltd.
DBDC West Mall Holdings Ltd.
DBDC Royal Gate Holdings Ltd.
DBDC Dewhurst Developments Ltd.
DBDC Eddystone Place Ltd.
DBDC Richmond Row Holdings Ltd.

SCHEDULE B COMPANIES

1. Twin Dragons Corporation
2. Bannockburn Lands Inc./Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Inc.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
7. Royal Agincourt Corp.
8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
10. Tisdale Mews Inc.
11. Lesliebrook Holdings Ltd.
12. Lesliebrook Lands Ltd.
13. Fraser Properties Corp.
14. Fraser Lands Ltd.
15. Queen's Corner Corp.
16. Northern Dancer Lands Ltd.
17. Dupont Developments Ltd.
18. Red Door Developments Inc. and Red Door Lands Ltd.
19. Global Mills Inc.
20. Donalda Developments Ltd.
21. Salmon River Properties Ltd.
22. Cityview Industrial Ltd.
23. Weston Lands Ltd.
24. Double Rose Developments Ltd.
25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Dewhurst Developments Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited
32. 165 Bathurst Inc.

Tab B

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**DBDC SPADINA LTD. and
THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO**

Applicants

- and -

**NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP LTD.
and EGLINTON CASTLE INC.**

Respondents

- and -

**THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO,
TO BE BOUND BY THE RESULT**

AFFIDAVIT OF GAETANO COSCIA

I, Gaetano Coscia, of the City of Toronto in the Province of Ontario, MAKE OATH
AND SAY:

1. I am the Vice President Lending for Trez Capital Corporation ("Trez"). I manage four (4) secured loans on behalf of Trez, Trez Capital Limited Partnership ("TCLP"), and Computershare Trust Company of Canada ("Computershare") (collectively the "Lender") with West Mall Holdings Ltd. ("West Mall"), Wynford Professional Centre Ltd. ("Wynford"), Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. (collectively "Royal Gate") and Global Mills Inc ("Global Mills"). I will refer to West Mall, Wynford, Royal Gate and Global Mills

collectively as the "**Borrowers**". The aforementioned loans totalling \$49,587,500.00 are in default and are the subject matter of this motion.

2. This affidavit is sworn in support of the motion brought by the Lender for:

- (a) an Order varying and/or amending the Order of Justice Newbould dated November 5, 2013, appointing Schonfeld Inc. Receivers + Trustees (the "**Manager**") as manager of the Schedule "B" companies and properties (the "**Manager Order**");
 - (i) to remove the Borrowers from the list of Schedule "B" corporations as set out in the Manager Order;
 - (ii) to set aside the Manager Order as it relates to the properties municipally known as :
 - (a) 18 Wynford Drive, Toronto, Ontario (the "**Wynford Property**");
 - (b) 1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Boulevard. Vaughan, Ontario (the "**Royal Gate Property**");
 - (c) 291-295 The West Mall, Mississauga, Ontario (the "**West Mall Property**"); and
 - (d) 1450 Don Mills Road, Toronto, Ontario (the "**Don Mills Property**").
- (collectively the "**Mortgaged Properties**")
- (iii) to declare that the Manager Order does not apply to the Mortgaged Properties;
- (b) an Order lifting the stay of proceedings imposed pursuant to paragraphs 12 and 13 of the Manager Order so as to permit Trez to commence and continue enforcement proceedings to realize upon its security registered on title to the Mortgaged Properties;
- (c) in the alternative, an Order varying and/or amending the Manager Order:
 - (i) fully subordinate the Manager's Charge and the Manager's Borrowing Charge (each as defined in the Manager Order and, together, the "**Priming Charges**") to the secured mortgage and related security over the Mortgaged Properties held by Computershare as nominee for Trez (the "**Trez Mortgages**") and all loan indebtedness secured thereby (the "**Trez Loans**");

- (ii) to require the Manager and/or the Applicants to comply with all provisions of the Trez Mortgages and related security, including without limitation, making all required payments of principal, interest and taxes;
- (iii) to require the Manager to obtain the approval of Trez prior to:
 - (a) commencing the sales and marketing process of the sale of the Mortgaged Properties;
 - (b) entering into agreements for the sale of the Mortgaged Properties;
 - (c) incurring or committing to incur any tenant improvements as part of leasing efforts of the Mortgaged Properties;
- (iv) to require the Manager to report to Trez with respect to any and all issues relating to the Mortgaged Properties as reasonably required by Trez; and
- (v) to provide for an automatic and immediate lift of the stay of proceedings in respect of the Borrowers and the Mortgaged Properties upon the occurrence of any monetary default under the Trez Mortgages (including any failure to make any payment of principal, interest and realty tax reserves when due under the Trez Mortgages) and allowing Trez to proceed with enforcement of all of its rights and remedies under the Trez Mortgages without further order.

A copy of the Manager Order is attached as **Exhibit "1"**.

The Parties

- 3. Trez is a British Columbia corporation that operates as a commercial mortgage lender.
- 4. TCLP is a limited partnership that operates as a commercial mortgage lender.
- 5. Computershare is a Canadian company with its head office located in Toronto, Ontario. Computershare holds the mortgage security as the agent and custodian for TCLP on the Trez Loans.
- 6. The Borrowers are single purpose corporations that own the Mortgaged Properties.

Background

7. Pursuant to the Commitments (defined below), the Lender and the Borrowers entered into the Trez Loans wherein the Lender agreed to loan various principal sums totalling \$49,587,500.00 to the Borrowers. The terms and conditions of the Trez Loans were set out in the commitment letters set out below:

- (a) \$1,937,500.00 loan from Trez Capital Limited Partnership to West Mall Holdings Ltd. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and West Mall Holdings Ltd. dated February 14, 2013 (the "**West Mall Loan**");
- (b) \$9,850,000.00 loan from Trez Capital Limited Partnership to Wynford Professional Centre Ltd. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and Wynford Professional Centre Ltd. dated February 19, 2013 (the "**Wynford Loan**");
- (c) \$16,800,000.00 loan from Trez Capital Limited Partnership to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and a to be incorporated company dated March 14, 2013 (the "**Royal Gate Loan**"); and
- (d) \$21,000,000.00 loan from Trez Capital Limited Partnership to Global Mills Inc. pursuant to the terms and conditions of the commitment letter between Trez Capital Limited Partnership and Global Mills Inc. dated July 24, 2013 (the "**Global Mills Loan**").

(collectively the "**Commitments**")

Copies of the Commitments are attached as **Exhibits "2", "3", "4" and "5"**.

8. As a condition of the Loans, the Borrowers provided the security as set out in the list attached as **Exhibit "6"** (the "**Security**"). Copies of the mortgages, together with the relevant standard charge terms, that form the part of the Security are attached as **Exhibits "7", "8", "9" and "10"**. Copies of the General Assignment of Rents and Leases that form the part of the Security are attached as **Exhibits "11", "12", "13" and "14"**. Copies of the Guarantee and Postponement of Claim that form the part of the Security are attached as **Exhibits "15", "16", "17" and "18"**.

9. Prior to entering into the Trez Loans, the Borrowers made both oral and written representations that Ronauld Walton ("**Ron**") and Norma Walton ("**Norma**") each owned a 50% share of each of the Borrowers. At no time did the Borrowers advise that Dr. Bernstein had any interest in any of the Borrowers. This representation is clearly set out in:

- (a) the Commitments;
- (b) the Statutory Declarations provided by the Borrowers for each of the Trez Loans (the "**Statutory Declarations**");
- (c) the solicitor's opinions provided by the Borrowers for each of the Trez Loans (the "**Solicitors Opinions**");
- (d) the corporate certificates provided by the Borrowers for each of the Trez Loans (the "**Corporate Certificates**"); and
- (e) shareholders register provided by the Borrowers for each of the Trez Loans (the "**Shareholders Registers**")

Copies of the Statutory Declarations are attached as **Exhibits "19", "20", "21" and "22"**. Copies of the Solicitors Opinions are attached as **Exhibits "23", "24", "25" and "26"**. Copies of the Corporate certificates are attached as **Exhibits "27", "28", "29" and "30"**. Copies of the Shareholders Registers are attached as **Exhibits "31", "32", and "33"**.

10. The Lender has advanced the Trez Loans to the Borrowers.

The Manager Order

11. In or around, November 8, 2013, Trez first learned that the Applicants had obtained the Manager Order. At this time the terms of the Manager Order were still not finalized. Counsel for the Manager provided Trez' lawyers a copy of the issued and entered Manager Order on November 19, 2013. A copy of the email from the Manager's lawyers to Trez' lawyers is attached as **Exhibit "34"**.

12. The Manager Order was granted in the context of a shareholders dispute between Dr. Bernstein and the Borrowers. The Receiver was not appointed to protect Trez' interests. The Manager Order was obtained without any prior notice to Trez, despite the fact that Trez has \$49,587,500.00 in mortgage security registered against the Mortgaged Properties.

13. The Manager Order, *inter alia*, :

- (a) stays Trez' rights and remedies pursuant to the Trez Mortgages with respect to the Borrowers and the Mortgaged Properties;
- (b) imposes the Priming Charges in priority to the Trez Mortgages;
- (c) authorizes the Manager to collect revenue from the Mortgaged Properties without any requirement to pay any amounts owing on the Trez Mortgages and without any restriction or prohibition on the use of the revenue from the Mortgaged Properties; and
- (d) authorizes the Manager to market and sell the Mortgaged Properties without consulting with Trez.

The Borrowers' Defaults

14. The Borrowers have committed the following events of default under the Loans and the Trez Mortgages:

- (a) the appointment of the Manager is a clear event of default pursuant to the receivership provisions of the mortgage security and the applicable standard charge terms of the Trez Mortgages (the "**Manager Default**");
- (b) it has come to Trez' attention in reading the endorsement of Justice Newbould dated November 1, 2013, that Dr. Bernstein is a 50% shareholder in each of Borrowers' companies. This ownership structure is in direct conflict to representations made by the Borrowers to the Lender that:
 - (i) Ron and Norma are the only 2 shareholders of the Borrowers; and
 - (ii) the Borrowers are the sole registered and beneficial owners of the properties held by the Borrowers.

Accordingly, it appears as though the representations made by the Borrowers are

false. This misrepresentation is a clear event of default pursuant to the terms of the commitment letters between Trez and the Borrowers and the receivership provisions of the mortgage security provided to Trez by the Borrowers in respect to the Loans (the **"Ownership Default"**).

- (c) Wynford Professional Centre Ltd. has failed to make the scheduled \$750,000.00 payment due on October 5, 2013 as required by the terms of the Wynford Loan. This is a clear event of default of the Wynford Loan (the **"Wynford Payment Default"**).

15. A construction lien in the amount of \$81,337.00 was registered against the Royal Gate Property on November 15, 2013 by Norel Electric Ltd. (the **"Norel Lien"**). A second construction lien in the amount of \$27,912.00 was registered against the Royal Gate Property on December 3, 2013 by Laser Heating & Air Conditioning Inc. (the **"Laser Lien"**). Pursuant to the receivership provisions of the mortgage security of the Royal Gate Loan, any construction lien that is registered against the Royal Gate Property that is not removed within 35 days will constitute an event of default. The Norel Lien was not removed by December 20, 2013, and accordingly, this constituted a further event of default. Likewise, if the Laser Lien is not removed prior to January 5, 2014, this will also constitute a further event of default. A copy of the Norel Lien is attached as **Exhibit "35"**. A copy of the Laser Lien is attached as **Exhibit "36"**.

16. By Letter dated November 25, 2013, Trez' lawyers wrote to the Borrowers and the Manager to provide notice of the Manager Default, the Ownership Default and the Wynford Payment Default. A copy of this letter is attached as **Exhibit "37"**.

17. By letter dated December 6, 2013, Trez' lawyers wrote to the Manager's lawyer to request that the Manager take steps to rectify the Wynford Payment Default and put the Wynford Loan back into good standing by December 16, 2013. Trez also requested that in the event that the Manager was unable to arrange for the \$750,000.00 payment that the Manager consent to lift the stay of enforcement to allow for Trez to enforce its security on the Wynford Loan. A copy of

this letter is attached as **Exhibit “38”**.

18. By email dated December 10, 2013, the Manager’s lawyers advised Trez’ lawyers that the Manager could not arrange to cure the Wynford Payment Default. The Manager’s lawyers also did not provide the Manager’s consent to Trez enforcing its security on the Wynford Loan. A copy of this email is attached as **Exhibit “39”**.

The Prejudice Caused By the Manager Order

19. The Manager Order has prejudiced Trez as it has:

- (a) prevented Trez from exercising its rights and remedies under the Trez Mortgages;
- (b) placed control of the Mortgaged Properties and its related revenues in the control of the Manager without imposing an obligation to make payments on necessary payments on the Loans, including the payment for the Wynford Payment Default;
- (c) subordinated the Trez Mortgages behind the Priming Charges;
- (d) grouped the Mortgaged Properties together with 28 other unrelated properties such that the Manager cannot focus sufficient time and resources on the Mortgaged Properties to properly address their respective challenges.

20. Further, Trez is also advised that the lease for the sole tenant of the Don Mills Property, Postmedia Network Inc. (“**Postmedia**”), expires at the end of April 2014 and that Postmedia will not renew its lease and will vacate the Don Mills Property at the end of April 2014. This is of significant concern to Trez as it has a mortgage of \$21,000,000.00 registered on the Don Mills Property, and no indication as to how the monthly mortgage payments on this loan will be paid after Postmedia vacates the Don Mills Property. Given Trez’ significant financial interest in the Don Mills Property, Trez requires control to manage the leasing strategy and efforts, including decisions relating to tenant improvements for the Don Mills Property.

21. Trez should be entitled to enforce its rights and remedies to ensure that its interests in the Mortgaged Properties are properly protected.

22. Since being advised of the Manager Order, Trez has been in negotiations with the Manager and the Applicants to address Trez' issues with the Manager Order and the Wynford Payment Default. To date, there has been no resolution and these issues remain unresolved.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario on the
3rd day of January, 2014.



Commissioner for Taking Affidavits



Gaetano Coscia

Kystra Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

Tab 1

THIS IS **EXHIBIT "1"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

Court File No.: CV-13-10280-00CL



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

) FRIDAY, THE 5th DAY

JUSTICE NEWBOULD

) OF NOVEMBER, 2013

BETWEEN:

DBDC SPADINA LTD.,
and THOSE CORPORATIONS LISTED ON SCHEDULE A HERETO

Applicants

and

NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP
LTD. and EGLINTON CASTLE INC.

Respondents

and

THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO, TO BE
BOUND BY THE RESULT

ORDER

THIS MOTION made by the Applicants, DBDC Spadina Ltd. and those Corporations Listed on Schedule "A" hereto for an Order appointing Schonfeld Inc. Receivers + Trustees, as manager (in such capacities, the "**Manager**") without security, of all of the assets, undertakings and properties of the Schedule "B" Corporations, or for other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavits of Jim Reitan sworn October 1, October 3 and October 24, 2013 and the Exhibits thereto, the Affidavit of Susan Lyons and the Exhibits hereto, the Affidavit of Lorna Groves and the Exhibits thereto, the First Interim Report of the Inspector,

Schonfeld Inc., the Supplemental Report to the First Interim Report of the Inspector and the Exhibits thereto, the Second Interim Report of the Inspector and the Exhibits thereto, the Affidavits of Norma Walton sworn October 3 and 31, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, counsel for the Inspector and counsel for the Respondents,

SERVICE

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

CONTINUING ORDERS

2. THIS COURT ORDERS that the Orders of the Honourable Justice Newbould dated October 4, 2013 and October 25, 2013 continue in full force and effect except as modified by this Order.

APPOINTMENT

3. THIS COURT ORDERS that the Manager is hereby appointed Manager, without security, of all of the real property owned by the Schedule "B" Companies hereto (the "Real Estate") and all of the current and future assets, undertakings and property, real and personal, of the Schedule "B" Corporations of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively with the Real Estate, the "Property") effective upon the granting of this Order.

MANAGER'S POWERS

4. THIS COURT ORDERS that the Manager shall have the powers of the Inspector granted pursuant to the Order of the Honourable Justice Newbould dated October 4, 2013, including but not limited to access to the premises and books and records of the Respondent The Rose & Thistle Group Ltd.
5. THIS COURT ORDERS that the Manager 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 Manager is hereby expressly empowered and authorized to do any of the following where the Manager considers it necessary or desirable:
 - (a) to undertake sole and exclusive authority to manage and control the Property and any and all proceeds, receipts and disbursements arising out

of or from the Property, wheresoever located, and any and all proceeds, receipts and disbursements arising out of or from the Property, and for greater certainty, the Manager shall have sole and exclusive right and control of the Schedule "B" Corporations' bank accounts wherever located in accordance with this Order;

(b) to open bank accounts at any banking institution acceptable to the Applicant to transfer funds from the current bank accounts of the Schedule "B" Companies, as necessary, ~~with prior notice to the Parties;~~ ✓ 25

(c) to receive, preserve, and protect and maintain control 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;

(d) to manage, operate, and carry on the business of the Schedule "B" Corporations, 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 ~~upon prior notice to the Parties,~~ ✓ or cease to perform any contracts of any of the Schedule "B" Corporations ~~upon prior notice to the Parties;~~ ✓ 25

(e) 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 powers and duties conferred by this order including but not limited to a property manager, including but not limited to:

(i) DMS Properties;

(ii) Briarlane Property Rental Management Inc.; and

(iii) Sterling Karamar;

- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Schedule "B" Corporations or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Schedule "B" Corporations and to exercise all remedies of the Schedule "B" Corporations in collecting such monies, including, without limitation, to enforce any security held by any of the Schedule "B" Corporations, ~~provided that the Manager shall give prior notice to the Parties of any enforcement of security;~~ ✓ 285
- (h) subject to paragraph 4 below, to settle, extend or compromise any indebtedness owing to any of the Schedule "B" Corporations, ~~provided that the Manager shall give prior notice to the Parties of the settlement of any material indebtedness;~~ ✓ 285
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Manager's name or in the name and on behalf of the Schedule "B" Corporations, for any purpose pursuant to this Order;
- (j) to undertake environmental investigations, assessments, engineering and building condition or other examinations of the Real Estate;
- (k) subject to paragraph 12 below, 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 Schedule "B" Corporations, the Property or the Manager, 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;

- (l) subject to paragraph 13 below, to market the Property and in particular the Real Estate, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;
- (m) to enter into agreements and to sell, convey, transfer, or assign the Property or any part or parts thereof of the Schedule "B" Corporations' business, with the prior approval of this Court in respect of any transaction, and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, shall not be required, and in each case the *Ontario Bulk Sales Act* shall not apply;
- (n) to have on-line and electronic as well as hard copy access to the bank accounts of the Rose & Thistle Group Ltd. to review all receipts and disbursements total from such accounts and to request and receive on a timely basis from the Respondents particulars of all receipts and disbursements sufficient for the Inspector to identify such transfers, the parties involved and the reasons therefore;
- (o) upon notice to all parties and affected registered encumbrances, 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;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Manager considers appropriate on all matters relating to the Property, and to share information, subject to such terms as to confidentiality as the Manager deems advisable;
- (q) 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 Manager, in the name of the Schedule "B" Corporations;

- (r) to do all acts and execute, in the name and on behalf of the Schedule "B" Corporations, all documents, and for that purpose use the seal of the corporation, if any; and
- (s) to take any steps reasonably incidental to the exercise of these powers.

and in each case where the Manager takes any such actions or steps, it shall, subject to paragraph 4 below, be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Schedule "B" Corporations, and without interference from any other Person. For greater certainty, nothing in this Management Order or to the Manager's exercise of its powers hereunder shall cause the Manager to be, or deemed to be, a receiver within the meaning of the *Bankruptcy and Insolvency Act*.

✓
~~6. The Manager shall take reasonable steps to provide the Parties with an accounting on a monthly basis of any collections referred to in subparagraphs 5(g) above.~~ 21

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MANAGER

- 7. THIS COURT ORDERS that (i) the Schedule "B" Corporations and The Rose & Thistle Group Inc., (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including but not limited to the Respondents and all others having notice of this Order; (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order; and (iv) Meridian Credit Union; and (v) without limiting the generality of the foregoing, Norma Walton, Ronauld Walton, anyone acting under the instructions of anyone listed in this paragraph; and (vi) anyone with notice of this order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Manager of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Manager, and shall deliver all such Property to the Manager upon the Manager's request, and in any event no later than 36 hours following the Manager's request.
- 8. THIS COURT ORDERS that all Persons shall forthwith advise the Manager 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 Schedule "B" Corporations, 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 Manager or permit the Manager to make, retain and take away copies thereof and grant to the Manager unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

paragraph 9 or in paragraph 11 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 Manager due to the privilege attaching to solicitor-client communication or litigation work product belong to a Shareholder or a director of a Schedule "B" Corporations personally or due to statutory provisions prohibiting such disclosure.

9. THIS COURT ORDERS that the Records shall, upon reasonable notice to the Manager and during normal business hours of the Manager, be open to examination by each of the parties and their respective legal counsel, and that a copy of these Records be provided by the Manager of the parties upon request, the reasonable costs associated with such access and copies to be determined by the Manager, and invoiced to and paid by the requesting party to the Manager forthwith.
10. 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 Manager for the purpose of allowing the Manager 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 Manager in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Manager. Further, for the purposes of this paragraph, all Persons shall provide the Manager with all such assistance in gaining immediate access to the information in the Records as the Manager may in its discretion require including providing the Manager with instructions on the use of any computer or other system and providing the Manager 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 MANAGER

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

NO PROCEEDINGS AGAINST THE SCHEDULE "B" CORPORATIONS OR THE PROPERTY

12. THIS COURT ORDERS that no Proceeding against or in respect of any of the Schedule "B" Corporations or the Property shall be commenced or continued except with the written consent of the Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Schedule "B" Corporations or the Property, with the exception of the proceedings referred to in paragraph 7, are hereby stayed and suspended pending further Order of this Court. Notwithstanding any other provision in this Order, the parties shall not be precluded from taking any steps or from commencing or continuing any proceedings in Ontario Superior Court of Justice, Court File No. CV-13-10280-00CL (Commercial List), and in such circumstances the Manager

shall not be obliged to defend or participate on behalf of the Schedule "B" Corporations and the Manager shall not be liable for any costs, damages or awards related to any such proceedings.

NO EXERCISE OF RIGHTS OR REMEDIES

13. THIS COURT ORDERS that, except as may be provided herein, all rights and remedies against the Schedule "B" Corporations, the Manager, or affecting the Property, are hereby stayed and suspended except with the written consent of the Manager or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Manager or the Schedule "B" Corporations to carry on any business which the Schedule "B" Corporations is not lawfully entitled to carry on, (ii) exempt the Manager or the Schedule "B" Corporations 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.

NO INTERFERENCE WITH THE MANAGER

14. 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 Schedule "B" Corporations, without written consent of the Manager or leave of this Court.

CONTINUATION OF SERVICES

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Schedule "B" Corporations 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 Schedule "B" Corporations 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 Manager, and that the Manager shall be entitled to the continued use of the Schedule "B" Corporations' 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 Manager in accordance with normal payment practices of the Schedule "B" Corporations or such other practices as may be agreed upon by the supplier or service provider and the Manager, or as may be ordered by this Court.
16. THIS COURT ORDERS that Respondents are enjoined from canceling or failing to renew any insurance policies or other coverage in respect of to the Rose & Thistle Group Ltd. and/or the Schedule B Companies or any property owned by them, except with the express written approval of the Manager.
17. THIS COURT ORDERS that the Inspector shall be added as a named insured to any existing insurance policies or other coverage in respect of to the Rose & Thistle Group Ltd. and/or the Schedule B Companies or any property owned by them.

MANAGER TO HOLD FUNDS

18. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Manager 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 either the existing bank accounts held by Schedule "B" Corporations' or one or more new accounts to be opened by the Manager, at the Manager's discretion, as the Manager may reasonably decide and the monies standing to the credit of such accounts from time to time, net of any disbursements provided for herein, shall be held by the Manager to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. THIS COURT ORDERS that nothing herein contained shall require the Manager 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 Manager from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Manager shall not, as a result of this Order or anything done in pursuance of the Manager'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.

LIMITATION ON THE MANAGER'S LIABILITY

20. THIS COURT ORDERS that the Manager 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 as so found by a court of competent jurisdiction. The Manager shall further enjoy the protections from liability as would otherwise be afforded to a trustee in bankruptcy under section 14.06 of the *Bankruptcy and Insolvency Act* or under any other similar legislation applicable to trustees and receivers.

MANAGER'S ACCOUNTS

21. THIS COURT ORDERS that any expenditures or liability which shall properly be made or incurred by the Manager including the fees and disbursements of the Manager and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of

the Manager and its counsel, shall be allowed to it in passing its accounts and 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 (the "Manager's Charge").

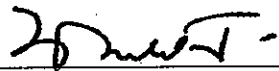
22. THIS COURT ORDERS that the Manager and its legal counsel, if any, shall pass their accounts from time to time, and for this purpose the accounts of the Manager and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
23. THIS COURT ORDERS that prior to the passing of its accounts, the Manager 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 Manager or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE MANAGERSHIP

24. THIS COURT ORDERS that the Manager 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 \$5 million (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 Manager 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 "Manager'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 Manager's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. THIS COURT ORDERS that neither the Manager's Borrowings Charge nor any other security granted by the Manager in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. THIS COURT ORDERS that the Manager is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Manager's Certificates") for any amount borrowed by it pursuant to this Order.
27. THIS COURT ORDERS that the monies from time to time borrowed by the Manager pursuant to this Order or any further order of this Court and any and all Manager'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 Manager's Certificates.

GENERAL

28. THIS COURT ORDERS that the Manager may from time to time apply to this Honourable Court for advice and directions in the discharge of the Manager's powers and duties hereunder.
29. THIS COURT ORDERS that nothing in this Order shall prevent the Manager from acting as receiver, interim receiver or trustee in bankruptcy of the Schedule "B" Companies.
30. THIS COURT HEREBY REQUESTS that aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Manager 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 Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.
31. THIS COURT ORDERS that the Manager 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.
32. THIS COURT ORDERS that any interested party may apply to this Court to seek the advice and direction of the Court in respect of this Order or the Manager's activities on not less than seven (7) days' notice to the Manager 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.
33. THIS COURT ORDERS that any court materials in these proceeds may be served by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV 18 2013

NB

SCHEDULE "A" COMPANIES

1. Dr. Bernstein Diet Clinics Ltd.
2. 2272551 Ontario Limited
3. DBDC Investments Atlantic Ltd.
4. DBDC Investment Pape Ltd.
5. DBDC Investments Highway 7 Ltd.
6. DBDC Investments Trent Ltd.
7. DBDC Investments St. Clair Ltd.
8. DBDC Investments Tisdale Ltd.
9. DBDC Investments Leslie Ltd.
10. DBDC Investments Lesliebrook Ltd.
11. DBDC Fraser Properties Ltd.
12. DBDC Fraser Lands Ltd.
13. DBDC Queen's Corner Inc.
14. DBDC Queen's Plate Holdings Inc.
15. DBDC Dupont Developments Ltd.
16. DBDC Red Door Developments Inc.
17. DBDC Red Door Lands Inc.
18. DBDC Global Mills Ltd.
19. DBDC Donalda Developments Ltd.
20. DBDC Salmon River Properties Ltd.
21. DBDC Cityview Industrial Ltd.
22. DBDC Weston Lands Ltd.
23. DBDC Double Rose Developments Ltd.
24. DBDC Skyway Holdings Ltd.

25. DBDC West Mall Holdings Ltd.
26. DBDC Royal Gate Holdings Ltd.
27. DBDC Dewhurst Developments Ltd.
28. DBDC Eddystone Place Ltd.
29. DBDC Richmond Row Holdings Ltd.

SCHEDULE "B" COMPANIES

1. Twin Dragons Corporation
2. Bannockburn Lands Inc. / Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Inc.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
7. Royal Agincourt Corp.
8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
10. Tisdale Mews Inc.
11. Lesliebrook Holdings Ltd.
12. Lesliebrook Lands Ltd.
13. Fraser Properties Corp.
14. Fraser Lands Ltd.
15. Queen's Corner Corp.
16. Northern Dancer Lands Ltd.
17. Dupont Developments Ltd.
18. Red Door Developments Inc. and Red Door Lands Ltd.
19. Global Mills Inc.
20. Donalda Developments Ltd.
21. Salmon River Properties Ltd.
22. Cityview Industrial Ltd.
23. Weston Lands Ltd.
24. Double Rose Developments Ltd.

25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Dewhurst Developments Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited
32. 165 Bathurst Inc.

SCHEDULE "C"

MANAGER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [MANAGER'S NAME], the Manager (the "Manager") of the assets, undertakings and properties [DEBTOR'S NAME] 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, 20YR (the "Order") made in an action having Court file number _____-CL-_____, has received as such Manager from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Manager 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 Manager 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 Manager 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 Manager 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 Manager to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Manager 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 _____, 20_____.

[MANAGER'S NAME], solely in its capacity
as Manager of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

DBDC SPADINA LTD., and those corporations listed on Schedule
A hereto
Plaintiffs

-and- NORMA WALTON et al.

Defendants

Court File No. CV-13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

Barristers

Suite 2600

130 Adelaide Street West

Toronto ON M5H 3P5

Peter H. Griffin (19527Q)

Tel: (416) 865-2921

Fax: (416) 865-3558

Email: pgriffin@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942

Fax: (416) 865-3973

Email: sroy@litigate.com

Lawyers for the Plaintiffs

Tab 2

THIS IS **EXHIBIT "2"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysra Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

February 14, 2013

West Mall Holdings Ltd.
c/o The Rose And Thistle Group Ltd.
30 Hazelton Avenue
Toronto, ON M5R 2E2

Attention: Ms. Norma Walton and Mr. Mark Goldberg

Dear Madam/Sir:

RE: Acquisition financing in the amount of \$1,937,500 to be secured by a 2nd priority mortgage on a 86,158 sf office building and a 8,095 sf restaurant located at 291-295 The West Mall, Toronto, ON (the "Subject Property"). *[Walton - 291-295 The West Mall; Loan #:1083/13]*

We are pleased to advise that we have approved a 2nd mortgage loan (the "Loan") to West Mall Holdings Ltd. (the "Borrower"), which shall be secured by a \$1,937,500 second mortgage charge on the Subject Property (the "Mortgage") on the terms described in this commitment letter (the "Commitment Letter"), which upon execution by the Borrower, Guarantors and Lender shall constitute an agreement which shall bind the Borrower and Guarantors with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

LOAN TERMS

1. **Lender** Trez Capital Limited Partnership or its nominee (the "Lender").
2. **Borrower** West Mall Holdings Ltd. (the "Borrower").
3. **Guarantors** The joint and several unlimited guarantees of Ms. Norma Walton and Mr. Ronald Walton shall be provided for the full Loan Amount (as defined below) outstanding from time to time (collectively, the "Guarantors").
4. **Subject Property** Civic Address: 291-295 The West Mall, Toronto, ON

Site & Property Description: A seven storey 86,158 sf office building and a 8,095 sf single storey restaurant.

("Subject Property")
5. **Purpose & Use** The Loan funds shall be used to provide second mortgage financing to assist the Borrower with purchasing the Subject Property and shall at all times be used for this said purpose and for no other purpose, without the prior written consent of the Lender.
6. **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 March 31, 2013, 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.
7. **Loan Amount** \$1,937,500

8. **Term** 25 months commencing from the Interest Adjustment Date (as defined below).
9. **Interest Adjustment Date** Shall be the 5th 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:
- (a) 9.50% per annum (the "Minimum Rate"); and
 - (b) 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 6.50% on the outstanding balance of the principal sum owing from time to time for the first 24 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 (as hereinafter defined), whether or not such advance of the Loan is released to the Borrower or the Borrower's Solicitor (as hereinafter defined).
11. **Amortization** Interest only.
12. **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 5th day of each and every month following the Interest Adjustment Date.
- Monthly Payments shall be paid from the Borrower's own resources.
13. **Commitment Fee** \$40,000. 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 herein after defined) and the date of expiry of this Commitment Letter.
14. **Broker's Fee** The Borrower shall pay any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with this transaction and shall indemnify and hold the Lender and all related entities harmless in respect of same.
15. **Deposit** A non-refundable deposit in the amount of \$15,000 has been received by the Lender (the "Deposit").
- The Deposit 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 Lender shall not pay any interest to the Borrower on Deposit monies held.

16. Prepayment

The Borrower, not being in default of the Loan, may at any time after a minimum of \$148,000 interest has been earned by the Lender and paid to the Lender and after the provision of 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.

17. Additional Fees

Administration Fee: There shall be an administration fee (the "Administration Fee") of \$400 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.

Inspection Fee: After the initial site visit, there shall be an inspection fee (the "Inspection Fee") of \$500 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.

18. Sources & Uses

Source		Use	
VTB - 1 st Mortgage	\$9,687,500	Purchase Price	\$15,500,000
Trez 2 nd Mortgage	\$1,937,500	Land Transfer Taxes	\$480,000
Borrower's Equity	\$4,435,000	Closing Costs	\$40,000
		Trez Fee	\$40,000
Total	\$16,060,000	Total	\$16,060,000

19. Security

The Loan shall be secured by the following security (collectively, the "Security"), all of which must be in form and content satisfactory to the Lender and its Solicitor (as hereinafter defined):

- A \$1,937,500 real property mortgage creating a charge in second priority over the Subject Property, which shall be cross-defaulted with all other loans, present and future, between the Lender and the Borrower or Guarantors, either individually or collectively.
- A guarantee and postponement of claims from the Guarantors.
- An assignment of rents, leases, contracts, licenses and offers to purchase on the Subject Property, in 2nd priority.
- A general security agreement over all the site-specific present and after-acquired personal property of the Borrowers related to the Subject Property in 2nd priority.
- A full Lender's policy of title insurance underwritten by a company satisfactory to the Lender in its sole, unfettered and absolute discretion.
- A hazardous substance indemnity from the Borrower and Guarantors on the

Subject Property.

- g) A general 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 insurance policies with respect to the Subject Property, with all necessary consents of the other parties thereto.
- h) 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.
- i) 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.
- j) If any part of the Subject Property is the object of a lease with the Provincial or Federal Crown as Tenant, the Borrower undertakes to deliver to the Lender, in form and content satisfactory to the Lender, an Absolute Assignment of Crown Debt (rents and other amounts due by the Crown under the lease) executed by the Borrower in favour of the Lender (the "Assignment"), and to deliver such Assignment to the Crown with an Acknowledgement from the Crown and any other documents as contemplated under the provisions of the applicable provincial or federal statutes and regulations.
- k) In the event that the Security comprises a leasehold interest or 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.
- l) Such other security as the Lender or Lender's Solicitor (as hereinafter defined) may deem necessary, acting reasonably.

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

The conditions precedent to the disbursement of the Advance (as hereinafter defined) shall include, but not be limited to the items set out in the remainder of this section, all of which must be satisfactory to the Lender in its sole, unfettered and absolute discretion, and all of which collectively comprise the Lender's due diligence. The Lender may require any additional information as it deems necessary in its sole, unfettered and absolute discretion for the Initial Advance and for any other advances (if applicable).

- a) Completion and registration of the Security, as required by the Lender. Title must be acceptable to the Lender and all Security documents must be registered, the Lender's Solicitor (as hereinafter defined) must provide a satisfactory report on registration of the Security, the Lender's Solicitor (as hereinafter defined) must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the Solicitor's (as hereinafter defined) opinion, could affect the security or priority of the

Security, and all other terms and conditions of this Commitment Letter must be satisfied.

b) Inspection of the Subject Property by the Lender.

The Lender's receipt and satisfactory review of the following materials:

- c) An appraisal report, no more than six (6) months old, valuing the Subject Property at no less than \$15,500,000 as-is, and as-severed with a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee".
- d) All required environmental reports for the Subject Property, no more than twelve (12) months old and a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries.
- e) A building condition assessment report for the Subject Property, no more than twelve (12) months old, and a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries.
- f) An offer to purchase / purchase and sale contract in the amount of \$15,500,000 and the associated statement of adjustments for the Subject Property.
- g) A rent roll for the Subject Property, which has been signed as true and dated by the Borrower. The rent roll for the Subject Property must confirm base rental revenues net of GST/HST of at least \$190,000 per month.
- h) All leases, or offers to lease for the Subject Property.
- i) Estoppels, and/or tenant acknowledgements on the Trez Capital form, for all tenants who occupy greater than 3,000 sf of space that represent not less than seventy per cent (70%) of the leased space in the Subject Property. Estoppels and/or tenant acknowledgements must be addressed to "Trez Capital Limited Partnership or its nominee".
- j) Historical operating statements for the Subject Property for the previous two years, the current year-to-date (if available) as well as the current year operating budget.
- k) Architectural drawings, site plans, cross sections, floor layouts and building plans showing the gross square footage of the Subject Property and Additional Property as well as delineating any unit divisions or strata lots within the Subject Property and Additional Property along with net square footage for each such sub-unit.
- l) A current certified survey or real property report for the Subject Property.
- m) Written confirmation, addressed to the Lender, from all senior mortgagees confirming the outstanding balance of the respective senior mortgage, that the senior mortgage is in good standing, and its approval for the registration of the Lender's mortgage.
- n) Commitment letter and/or loan agreement for any senior mortgagee. All senior mortgage terms and conditions must be satisfactory to the Lender.
- o) A copy of the current shareholder registry for the Borrower and any corporate

Guarantors, signed and dated by the respective company's authorized signatory.

- p) Certified financial statements from the Borrower and Guarantors. If an individual then a personal net worth statement, on the Trez Capital form, dated no more than four (4) months prior, are 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' full name, full-time occupation, Social Insurance Number, Birth date and current address.
- q) Satisfactory results, in the Lender's sole discretion, of due diligence investigations conducted pursuant to the *Proceeds of Crime Money Laundering and Terrorist Financing Act (Canada)* and Regulations (collectively the "Act") thereunder including but not limited to the following:
 - i. Two pieces of satisfactory identification for all *Borrower/Guarantor/Signing Officer(s)* (up to three Signing Officers, if borrowing under a corporate entity) prior to closing;
 - ii. Satisfactory verification of the source of down payment funds;
 - iii. Satisfactory verification of employment, income and assets;
 - iv. Signed and dated application and contact information of all *Borrower/Guarantors*;
 - v. Beneficial ownership information (if borrowing under a corporate entity);
 - vi. Third Party Declaration/Statement;
 - vii. Politically Exposed (Foreign and Domestic) Persons Declaration; and
 - viii. Any other documentation that may be requested by the Lender in order to fulfill their obligations under the Act.
- r) Post-dated cheques to "Trez Capital Limited Partnership Mortgage Brokers Act Trust" for the Monthly Payments for the full Term, or preauthorized payment form with specimen cheque for automatic deduction of the Monthly Payments for the full Term.
- s) 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.
- t) 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, county or jurisdiction.
- u) Insurance of the Subject Property which has been reviewed and approved by the Lender's Insurance Consultant (as hereinafter defined) which insurance shall include the coverage set out in Schedule A, or as otherwise required by the Lender in consultation with its Insurance Consultant (as hereinafter defined).
- v) A Bring Down Certificate, signed by the Borrower and Guarantors, confirming that all representations and warranties set out in the Commitment Letter are true at the time of closing.
- w) 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 (5)

business days prior to the scheduled date of the advance or the Lender shall be under no obligation to make the advance.

- x) Such other materials and completion of such other reasonable requirements as may be deemed necessary by the Lender.

21. 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 (as herein after defined). 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 (as hereinafter defined) 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.

22. 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 Solicitor (as hereinafter defined) may require.

23. Further Documents

Notwithstanding anything contained in this Commitment Letter, the Lender may request other documents containing such other assurances, information and covenants as the Lender's Solicitor (as hereinafter defined) may require with regard to the Loan and Security.

24. Funding

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

The Loan shall be funded in a single advance once all of the Lender's conditions have been satisfied and the Security is in place (the "Advance").

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

25. The Borrower warrants and represents that:

- a) **Description of Properties** Subject Property:
Civic Address: 291-295 The West Mall, Toronto, ON
Site and Property Description: A seven storey 86,158 sf office building and 8,095 sf single storey restaurant.
- b) **Appraised Value** \$16,000,000. The Subject Property was appraised by Vicente Gamboa, B.A., AACI, P. App., of Colliers International Realty Advisors Inc. with an effective date of January 30, 2013.
- c) **Ownership** At the time of the Advance of the Loan, the legal owner of the Subject Property will be West Mall Holdings Ltd. and the beneficial owner of the Subject Property will be West Mall Holdings Ltd.
- d) **Share Capital** The Borrower declares and represents that its authorized share capital is as follows:

Number of Shares	Class	Shareholder's Name
50	Common	Ron Walter
50	Common	Norma Walter

- 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	VTB	\$9,687,500
2 nd Position	Trez 2 nd Mortgage	\$1,937,500
Total		\$11,625,000

- f) **Repayment** This Loan will be repaid from the proceeds of any refinancing or sale of the Subject Property and/or other assets of the Borrower.
- g) **Financial** All financial information provided by the Borrower and Guarantors 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) **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.
- i) **Hazardous Materials** The Borrower and Guarantors 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:

- (i) 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;
- (ii) 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;
- (iii) 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
- (iv) 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

- 26. Repayment of the Loan** The Loan shall be repayable on demand by the Lender following the occurrence of an Event of Default (as herein after defined), and shall in any event be repaid in full at the end of the Term. 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.
- 27. Management** The Subject Property is to be managed at all times by a property manager satisfactory to the Lender, and on terms satisfactory to the Lender. A change in the property manager without the Lender's approval shall constitute an Event of Default (as hereinafter defined).
- 28. 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.

29. 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.

30. 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, the handling of Dangerous Substances or will such use result in any environmental damage. In addition to any liability imposed on the Borrower and Guarantors under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantors 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 Guarantors 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.

31. 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.

32. 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.

33. 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.

34. 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 Guarantors 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.

35. 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 (as hereinafter defined) an amount equal to the estimated fees and expenses of the Lender's Solicitor (as hereinafter defined) prior to such Solicitor (as hereinafter defined) commencing preparation of the Security.

In the event of the occurrence of an Event of Default (as herein after defined), 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 in the amount of (and not to exceed) \$5,000 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.

36. 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 Guarantors consent to the publication of an advertisement or announcement of the transaction contemplated by this Commitment Letter. The Borrower and Guarantors 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, the Lender may require a sign to be erected on the Subject Property at the cost of the Borrower 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.

37. Further Assurances

The Borrower and Guarantors 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.

38. 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 Guarantors authorize the Lender to obtain such financial information as the Lender may require. Specifically, the Borrower and Guarantors 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. **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.
44. **Other Agreements** This Commitment Letter, when accepted by the Borrower and Guarantors, 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.
45. **Time of the Essence** Time shall be of the essence in all respects herein.
46. **Privacy Act Consent** With regard to any personal information that is provided during this application process, the Borrower and Guarantors 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.
47. **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.
48. **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 Limited Partnership 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 Letter 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.

49. 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.

50. Counterparts, Facsimile & Electronic Transmission

This agreement may be executed in any number of counterparts and by facsimile, electronic transmission or .pdf copy, each of which when so executed is deemed to be an original and all of which together shall constitute one and the same agreement.

51. 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 Mr. Robert Cohen of the law firm of Blaney McMurtry LLP, located at 2 Queen St. E., Ste. 1500, in the City of Toronto, Province of Ontario (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).

The Lender reserves the right to appoint such other Solicitor, Project Monitor, Insurance Consultant or Environmental Consultant from time to time without the consent of the Borrower.

ACCEPTANCE

This Commitment Letter shall not become effective until the Borrower, Guarantors and Lender have signed it and a copy is returned to the Lender's office by no later than 12:00 noon Eastern Time on March 27, 2013. The Borrower and Guarantors hereby acknowledge and agree to the terms and conditions of this Commitment Letter and authorize Trez Capital Limited Partnership to instruct its Solicitor to prepare the Security documentation. The Borrower and Guarantors further acknowledge that the Commitment Fee 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 Commitment Fee shall be forfeited and payable to Trez Capital Limited Partnership 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 Limited Partnership 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 Limited Partnership may file and maintain a caveat on the title to the Subject Property to protect that charge and the Borrower

and Guarantors do hereby mortgage to Trez Capital Limited Partnership 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 Todd Holmes
(PLEASE PRINT)
Firm Devry Smith Frank
(PLEASE PRINT)
Phone Number 416 446 5845
(PLEASE PRINT)

Please set out below the name and phone number (including area code) of the insurance agent representing you:

Insurance Agent Jennifer Kimblin
(PLEASE PRINT)
Firm HUB International HKMB
(PLEASE PRINT)
Phone Number 416 597 0555 x 493
(PLEASE PRINT)

Yours Truly,

**TREZ CAPITAL LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
TREZ CAPITAL (2011) CORPORATION**



Gaetano Coscia
Vice President
Lic. #: M11002259



Paul Bowers
Senior Vice President, Credit & Origination

We hereby agree to the terms and conditions contained in this Commitment Letter and agree to be bound by the terms hereof.

See City of Toronto
Dated at the City of Toronto in the Province of Ontario, this 19th day of February, 2013.

BORROWER

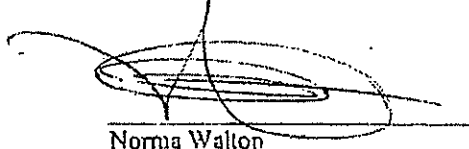
West Mall Holdings Ltd.



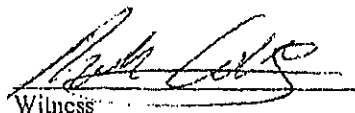
Per: _____
Authorized Signature

Per: _____
Authorized Signature

GUARANTORS



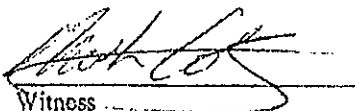
Norma Walton



Witness



Ronauld Walton



Witness

SCHEDULE 'A' INSURANCE

The Borrower shall obtain and maintain during the Term 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 second-ranking mortgage creditor on the Subject Property 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 second-ranking mortgage creditor on the Subject Property 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.

Loan No: 1083/13

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: 291-295 The West Mall, Toronto, ON

Details of Mortgage:

The principal amount of the second Mortgage to be repaid by the Borrower will be \$1,937,500 to be advanced in one installment with the first advance in the amount of \$1,937,500 to be advanced no later than March 31, 2013 with payments commencing on April 5, 2013.

The principal amount of the Mortgage will bear interest at 9.50% per year for the initial 24 months and 25% per year thereafter, and will be repayable upon loan maturity. Where the annual interest rate may change, the method of determining the annual interest rate is: the greater of HSBC prime rate + 6.50%.

Interest will begin to accrue on the Closing Date of _____, 2013 (to be determined).

The mortgage will be interest only over 2 years and interest is to be compounded monthly.

The total amount of all payments over the initial 24 month term of the mortgage will be \$368,126. Each payment made on the mortgage must be applied first to the accumulated cost of borrowing and then to the outstanding principal.

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>	
Broker/Commitment Fee	\$0.00	Insurance Review	\$500.00
Exit Fee (if any)	n/a	Legal Fees/ Disbursements (est.)	TBD
		Appraisal or Inspection (if any)	\$500.00
Total Costs (Incl. APR):	\$0.00	Total Costs (Excl. from APR)	\$1000.00

Total Cost of Borrowing: APR: 11.11% (This includes the final month of interest at 25%)

Total Costs (incl. in APR) of \$0.00 + Interest to be paid during the term of the mortgage of \$448,490 = \$448,490 (Includes final month of interest at 25%).

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:

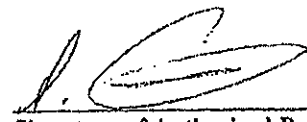
The broker / Agent has the following relationship which may be perceived as a conflict of interest:

- 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, Suite 1404, 401 Bay St., Toronto, Ontario, M5H 2Y4
Licensing: 10472

Name of Authorized Person signing on behalf of the Brokerage: Gactano Coscia
Title of this Authorized Person: Vice President
Licensing: 10472

Date: _____


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.

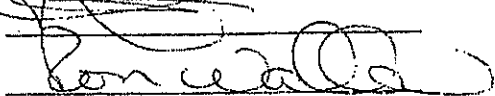
ACKNOWLEDGEMENT

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: 19 Feb 2013

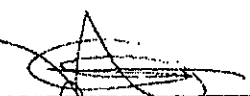
Borrower: 

Date: 19 Feb 2013

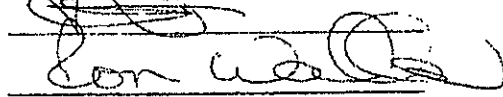
Borrower: 

I / we waive the 48 hour requirement for this disclosure:

Date: 19 Feb 2013

Borrower: 

Date: 19 Feb 2013

Borrower: 

Tab 3

THIS IS **EXHIBIT "3"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors,
Expires April 6, 2014.



February 28, 2013

Wynford Professional Centre Ltd.
CBRE - Debt Markets
c/o Carl Lavoie
2001 Sheppard Ave. E., Ste. 300
Toronto, ON
M2J 4Z8

Attention: Mr. Carl Lavoie & Mrs. Norma Walton

Dear Sir/Madame:

RE: 1st mortgage financing in the amount of \$9,850,000 to be secured by a 1st priority blanket mortgage on 98,023 sf of office condo space and 297 parking stalls located at 18 Wynford Drive, Toronto, ON (the "Subject Property") [Walton - 18 Wynford Drive; Loan #: 1075/13]

We are pleased to advise that we have approved a blanket 1st mortgage loan (the "Loan") to Wynford Professional Centre Ltd. (the "Borrower"), which shall be secured by a \$9,850,000 blanket first mortgage charge on the Subject Property (the "Mortgage") on the terms described in this commitment letter (the "Commitment Letter"), which upon execution by the Borrower, Guarantors and Lender shall constitute an agreement which shall bind the Borrower and Guarantors with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

LOAN TERMS

1. Lender Trez Capital Limited Partnership or its nominee (the "Lender").
2. Borrower Wynford Professional Centre Ltd. (the "Borrower").
3. Guarantors The joint and several unlimited guarantees of Norma Walton and Ronald G. Walton shall be provided for the full Loan Amount (as defined below) outstanding from time to time (collectively, the "Guarantors").
4. Subject Property Civic Address: 18 Wynford Drive, Toronto, ON
 Site & Property Description: The Subject Property is comprised of 83 separately stratified condominium units (currently demised as 60 units) and 297 parking stalls. The Sales Price List is detailed in Appendix B, the parking stalls are detailed in Appendix C and all condominium units are detailed in Appendix D.
 ("Subject Property")
5. Purpose & Use The Loan funds shall be used to provide 1st mortgage financing to assist the Borrower with refinancing the Subject Property (\$9,600,000), paying the Broker Fee (\$49,250) and the Trez Commitment Fee (\$200,750) and shall at all times be used for this said purpose and for no other purpose, without the prior written consent of the Lender.
6. 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 Advance (as hereinafter defined) has not occurred on or before March 31, 2013, the Lender shall no longer have any

Suite 1404 - 401 Bay Street, Toronto, ON Canada M5H 2Y4 Tel: 416.350.1224 Fax: 416.350.1288
info@trezcapital.com www.trezcapital.com License #: 11348, 10472

Rew

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.

7. **Loan Amount** \$9,850,000
8. **Term** 25 months commencing from the Interest Adjustment Date (as defined below).
9. **Interest Adjustment Date** Shall be the 5th 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:
 - (a) 8.125% per annum (the "Minimum Rate"); and
 - (b) 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 5.125% on the outstanding balance of the principal sum owing from time to time for the first 24 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 (as hereinafter defined), whether or not such advance of the Loan is released to the Borrower or the Borrower's Solicitor (as hereinafter defined).
11. **Amortization** Interest only.
12. **Scheduled Principal Payments** The Borrower covenants and agrees to pay down the Loan by the greater of \$750,000 or the total Net Sales Proceeds for each respective 6 month time period, as defined in Sec. 18 below, on the first day of the 6th, 12th, 18th, and 24th month of the Loan Term.
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 5th day of each and every month following the Interest Adjustment Date.
- Monthly Payments shall be paid from the Borrower's own resources.
14. **Commitment Fee** \$200,750. 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 Advance (as herein after defined) and the date of expiry of this Commitment Letter.
15. **Broker's Fee** \$49,250 to be deducted from the Advance under the Loan and paid to CBRE Limited

c/o Carl Lavoie. Although the fee is being advanced under the Loan, the Borrower shall be responsible for any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with this transaction and shall indemnify and hold the Lender and all related entities harmless in respect of same.

16. Deposit

A non-refundable deposit in the amount of \$25,000 has been received by the Lender (the "Deposit").

The Deposit 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 Lender shall not pay any interest to the Borrower on Deposit monies held.

17. Prepayment

The Borrower, not being in default of the Loan, may at any time after a minimum of \$610,000 interest has been earned by the Lender and paid to the Lender and after the provision of 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.

18. Partial Discharges

Provided that the Borrower is not in default of the Loan, the Lender shall provide a partial discharge of the Security (as hereinafter defined) 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 Representation and Warranties section below, if any. In order to ensure the foregoing discharge parameters, a sales price list for each subdivided parcel or condominium unit comprising the Subject Property is agreed to by the Borrower and Lender and attached herein as Schedule 'B' (the "Sales Price List"), and no sale can take place at less than 95% of the Sales Price List without the Lender's written consent.

19. Additional Fee

Administration Fee: There shall be an administration fee (the "Administration Fee") of \$400 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's 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 \$400 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 \$500 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.

20. Sources & Uses

Source		Use	
Trez 1 st Mortgage	\$9,850,000	Payout Current 1 st Mortgage	\$9,600,000
		Commitment Fee	\$200,750
		Broker Fee	\$49,250
Total	\$9,850,000	Total	\$9,850,000

Note: Additional cash equity may be required to pay for legal & closing costs.

21. Security

The Loan shall be secured by the following security (collectively, the "Security"), all of which must be in form and content satisfactory to the Lender and its Solicitor (as hereinafter defined):

- a) A \$9,850,000 real property mortgage creating a charge in 1st priority over the Subject Property which shall be cross-defaulted with all other loans, present and future, between the Lender and the Borrower or Guarantors, either individually or collectively.
- b) A guarantee and postponement of claims from the Guarantors.
- c) An assignment of rents, leases, contracts, licenses and offers to purchase on the Subject Property, in 1st priority.
- d) A general security agreement over all the site-specific present and after-acquired personal property of the Borrower related to the Subject Property in 1st priority.
- e) A full Lender's policy of title insurance underwritten by a company satisfactory to the Lender in its sole, unfettered and absolute discretion.
- f) A hazardous substance indemnity from the Borrower and Guarantors on the Subject Property.
- g) A general 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 insurance policies with respect to the Subject Property, with all necessary consents of the other parties thereto.
- h) 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.
- i) 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.
- j) If any part of the Subject Property is the object of a lease with the Provincial or Federal Crown as Tenant, the Borrower undertakes to deliver to the Lender, in form and content satisfactory to the Lender, an Absolute Assignment of Crown Debt (rents and other amounts due by the Crown under the lease) executed by the Borrower in favour of the Lender (the "Assignment"), and to deliver such

Assignment to the Crown with an Acknowledgement from the Crown and any other documents as contemplated under the provisions of the applicable provincial or federal statutes and regulations.

- k) In the event that the Security comprises a leasehold interest or 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.
- l) Such other security as the Lender or Lender's Solicitor (as hereinafter defined) may deem necessary, acting reasonably.

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

The conditions precedent to the disbursement of the Advance (as hereinafter defined) shall include, but not be limited to the items set out in the remainder of this section, all of which must be satisfactory to the Lender in its sole, unfettered and absolute discretion, and all of which collectively comprise the Lender's due diligence. The Lender may require any additional information as it deems necessary in its sole, unfettered and absolute discretion for the Advance and for any other advances (if applicable).

- a) Completion and registration of the Security, as required by the Lender. Title must be acceptable to the Lender and all Security documents must be registered, the Lender's Solicitor (as hereinafter defined) must provide a satisfactory report on registration of the Security, the Lender's Solicitor (as hereinafter defined) must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the Solicitor's (as hereinafter defined) opinion, could affect the security or priority of the Security, and all other terms and conditions of this Commitment Letter must be satisfied.

- b) Inspection of the Subject Property by the Lender. Satisfied.

The Lender's receipt and satisfactory review of the following materials:

- c) An appraisal report, no more than six (6) months old, valuing the Subject Property at no less than \$14,825,000 as-condo, and \$12,850,000 as-rental with a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee". On file.
- d) All required environmental reports for the Subject Property no more than twelve (12) months old and a transmittal letter from the author of the reports addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries. On file.
- e) A building condition assessment report for the Subject Property no more than twelve (12) months old, and a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries. On file.
- f) A rent roll for the Subject Property which has been signed as true and dated by the Borrower. The rent roll for the Subject Property must confirm base rental revenues net of GST/HST of at least \$75,000 per month. On file.
- g) All leases and offers to lease for the Subject Property. On file.
- h) Estoppels, and/or tenant acknowledgements on the Trez Capital form, for all tenants in the Subject Property who occupy 1,000 SF of space or greater and collectively represent not less than 70% of the total occupied space. Estoppels and/or tenant acknowledgements must be addressed to "Trez Capital Limited".

Partnership or its nominee".

- i) Historical operating statements for the Subject Property for the previous two years, the current year-to-date (if available) as well as the current year operating budget. On file.
- j) 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. On file.
- k) A current certified survey for the Subject Property. On file.
- l) Current condominium corporation bylaws and realtor listing agreement(s) for the Subject Property. On file.
- m) A copy of the current shareholder registry for the Borrower and any corporate Guarantors, signed and dated by the respective company's authorized signatory. On file.
- n) Certified financial statements from the Borrower and Guarantors. If an individual then a personal net worth statement, on the Trez Capital form, dated no more than four (4) months prior, are 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' full name, full-time occupation, Social Insurance Number, Birth date and current address. On file.
- o) Satisfactory results, in the Lender's sole discretion, of due diligence investigations conducted pursuant to the *Proceeds of Crime Money Laundering and Terrorist Financing Act (Canada)* and Regulations (collectively the "Act") thereunder including but not limited to the following:
 - i. Two pieces of satisfactory identification for all *Borrower/Guarantors/Signing Officer(s)* (up to three Signing Officers, if borrowing under a corporate entity) prior to closing;
 - ii. Satisfactory verification of the source of down payment funds;
 - iii. Satisfactory verification of employment, income and assets;
 - iv. Signed and dated application and contact information of all *Borrower/Guarantors*;
 - v. Beneficial ownership information (if borrowing under a corporate entity);
 - vi. Third Party Declaration/Statement;
 - vii. Politically Exposed (Foreign and Domestic) Persons Declaration; and
 - viii. Any other documentation that may be requested by the Lender in order to fulfill their obligations under the Act.
- p) Post-dated cheques to "Trez Capital Limited Partnership Mortgage Brokers Act Trust" for the Monthly Payments for the full Term, or preauthorized payment form with specimen cheque for automatic deduction of the Monthly Payments for the full Term.
- q) 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.
- r) Confirmation that all property taxes owing on the Subject Property have been

paid or will be paid from the proceeds of the Mortgage and that the Borrower is registered in the appropriate monthly property tax payment program in the appropriate city, county or jurisdiction.

- s) Insurance of the Subject Property which has been reviewed and approved by the Lender's Insurance Consultant (as hereinafter defined) which insurance shall include the coverage set out in Schedule A, or as otherwise required by the Lender in consultation with its Insurance Consultant (as hereinafter defined).
- t) A Bring Down Certificate, signed by the Borrower and Guarantors, confirming that all representations and warranties set out in the Commitment Letter are true at the time of closing.
- u) 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 (5) business days prior to the scheduled date of the advance or the Lender shall be under no obligation to make the advance.
- v) Such other materials and completion of such other reasonable requirements as may be deemed necessary by the Lender.

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 (as herein after defined). 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 (as hereinafter defined) 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's 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 Solicitor (as hereinafter defined) 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 the Lender's Solicitor (as hereinafter defined) 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 a single advance once all of the Lender's conditions have been satisfied and the Security is in place (the "Advance"). 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 Subject Property:**
Properties

Civic Address: 18 Wynford Drive, Toronto, ON.

Site and Property Description: The Subject Property is comprised of 78 separately stratified condominium units (currently demised as 60 units) and 325 parking stalls, as detailed in Appendix B.

b) **Appraised Value**

\$14,5000,000. The Subject Property was appraised by Vicente Gamboa, B.A. AACI, P.App. Senior Associate, of Colliers International Realty Advisors Inc. with an effective date of January 21, 2013.

c) **Ownership**

At the time of the Advance of the Loan, the legal owner of the Subject Property will be Wynford Professional Centre Ltd. and the beneficial owners of the Subject Property will be Norma Walton and Ronald Walton.

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

Number of Shares	Class	Shareholder's Name
50	Common	Ron Walton
50	Common	Norma Walton

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 Limited Partnership	\$9,850,000
Total		\$9,850,000

f) **Repayment**

This Loan will be repaid from the proceeds of any refinancing or sale of the Subject Property and/or other assets of the Borrower.

g) **Financial**

All financial information provided by the Borrower and Guarantors 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.

- ii) **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.
- 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 Guarantors 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:

 - (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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 (as herein after defined), and shall in any event be repaid in full at the end of the Term. 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 satisfactory to the Lender, and on terms satisfactory to the Lender. A change in the property manager without the Lender's approval shall constitute an Event of Default (as hereinafter defined).
- 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's 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, the handling of Dangerous Substances or will such use result in any environmental damage. In addition to any liability imposed on the Borrower and Guarantors under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantors 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 Guarantors 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** 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

- Financing** 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 Guarantors 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 (as hereinafter defined) an amount equal to the estimated fees and expenses of the Lender's Solicitor (as hereinafter defined) prior to such Solicitor (as hereinafter defined) commencing preparation of the Security.
- In the event of the occurrence of an Event of Default (as herein after defined), 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 in the amount of (and not to exceed) \$5,000 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 Guarantors consent to the publication of an advertisement or announcement of the transaction contemplated by this Commitment Letter. The Borrower and Guarantors 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, the Lender may require a sign to be erected on the Subject Property at the cost of the Borrower 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. Further
Assurances**

The Borrower and Guarantors 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.

**40. Financial
Information**

Until the repayment of the Loan, the Borrower shall provide the Lender, within 20 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 Guarantors authorize the Lender to obtain such financial information as the Lender may require. Specifically, the Borrower and Guarantors 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.

**41. 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.

**42. 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.

43. 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,

EW
180
R

- 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.
44. **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.
45. **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.
46. **Other Agreements** This Commitment Letter, when accepted by the Borrower and Guarantors, 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.
47. **Time of the Essence** Time shall be of the essence in all respects herein.
48. **Privacy Act Consent** With regard to any personal information that is provided during this application process, the Borrower and Guarantors 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.
49. **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.
50. **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 Guarantors.
- d) "Lender" shall mean Trez Capital Limited Partnership 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 Letter 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.

51. 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.

52. Counterparts, Facsimile & Electronic Transmission

This agreement may be executed in any number of counterparts and by facsimile, electronic transmission or .pdf copy, each of which when so executed is deemed to be an original and all of which together shall constitute one and the same agreement.

53. 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 McMurtry, located at 2 Queen Street East, in the City of Toronto, Province of Ontario (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).

The Lender reserves the right to appoint such other Solicitor, Project Monitor, Insurance Consultant or Environmental Consultant from time to time without the consent of the Borrower.

ACCEPTANCE

This Commitment Letter shall not become effective until the Borrower, Guarantors and Lender have signed it and a copy is returned to the Lender's office by no later than 12:00 noon Eastern Time on February 22, 2013. The Borrower and Guarantor hereby acknowledge and agree to the terms and conditions of this Commitment Letter and authorize Trez Capital Limited Partnership to instruct its Solicitor to prepare the Security documentation. The Borrower and Guarantors further acknowledge that the Commitment Fee 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 Commitment Fee shall be forfeited and payable to Trez Capital Limited Partnership as liquidated damages, and not as a penalty, if the 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 Limited Partnership 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 Limited Partnership may file and maintain a caveat on the title to the Subject Property to protect that charge and the Borrower and Guarantors do hereby mortgage to Trez Capital Limited Partnership all its estate and interest in the said Subject Property and Security. This Commitment Letter supersedes all previous correspondence between the parties hereto.

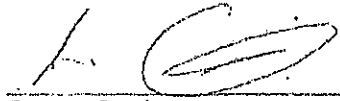
Please set out below the name and phone number (including area code) of the solicitor representing you:

Lawyer Todd Holmes
(PLEASE PRINT)
Firm Derry Smith Frank
(PLEASE PRINT)
Phone Number 416 466 5845
(PLEASE PRINT)

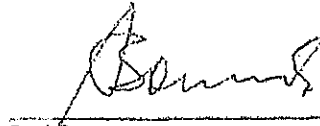
Please set out below the name and phone number (including area code) of the insurance agent representing you:

Insurance Agent Jennifer Kimblyng
(PLEASE PRINT)
Firm HUB International HKMB
(PLEASE PRINT)
Phone Number 416 597 0555 x 493
(PLEASE PRINT)

Yours Truly,
 TREZ CAPITAL LIMITED PARTNERSHIP
 BY ITS GENERAL PARTNER
 TREZ CAPITAL (2011) CORPORATION



Gaetano Coscia
 Vice President
 Lic. #: M11002259

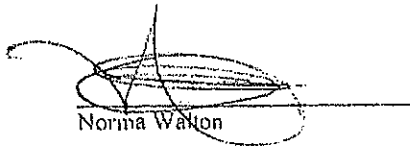


Paul Bowers
 Senior VP Credit & Origination

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 20th day of February, 2013.

BORROWER
 Wynford Professional Centre Ltd.



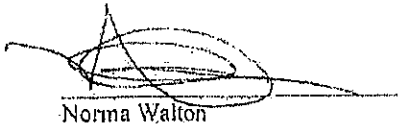
Norma Walton



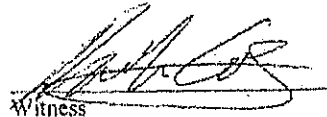
Ronald Walton

I/We have the authority to bind the Corporation.

GUARANTORS



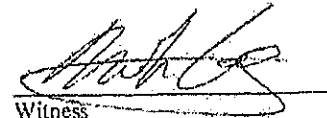
Norma Walton



Witness



Ronald Walton



Witness

SCHEDULE 'A' INSURANCE

The Borrower shall obtain and maintain during the Term 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 on the Subject Property 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 on the Subject Property 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 Advance of the Loan.

SCHEDULE 'B'
SALES PRICE LIST

The following sales price list is agreed upon by the Borrower and the Lender.

Unit Particulars			Sales Price List			
Floor	Unit #	Area (SF)	Strata Lots	Gross Sale Price		Net Sale Proceeds
				Price (excl. Taxes)	Price/SF	
1st	112	1,469	19-08-10-1-250-01611-0000-03	\$293,800	\$200	\$279,110
	113	1,614	19-08-10-1-250-01612-0000-01	\$322,800	\$200	\$306,660
	114	954	19-08-10-1-250-01613-0000-06	\$190,800	\$200	\$181,260
	115	961	19-08-10-1-250-01614-0000-04	\$192,200	\$200	\$182,590
2nd	201	1,022	19-08-10-1-250-01615-0000-02	\$204,400	\$200	\$194,180
	202	1,024	19-08-10-1-250-01616-0000-00	\$204,800	\$200	\$194,560
	203	1,836	19-08-10-1-250-01617-0000-05	\$367,200	\$200	\$348,840
	204	1,556	19-08-10-1-250-01618-0000-03	\$311,200	\$200	\$295,640
	205	1,855	19-08-10-1-250-01619-0000-01	\$371,000	\$200	\$352,450
	206	1,130	19-08-10-1-250-01620-0000-06	\$226,000	\$200	\$214,700
	207	1,129	19-08-10-1-250-01621-0000-04	\$225,800	\$200	\$214,510
	208	1,130	19-08-10-1-250-01622-0000-02	\$226,000	\$200	\$214,700
	209	1,118	19-08-10-1-250-01623-0000-00	\$223,600	\$200	\$212,420
	210	1,118	19-08-10-1-250-01624-0000-05	\$223,600	\$200	\$212,420
	211	1,854	19-08-10-1-250-01625-0000-03	\$370,800	\$200	\$352,260
	212-215	5,803	19-08-10-1-250-01626-0000-01, 19-08-10-1-250-01627-0000-06, 19-08-10-1-250-01628-0000-04, 19-08-10-1-250-01629-0000-02	\$1,160,600	\$200	\$1,102,570
	216	1,018	19-08-10-1-250-01630-0000-00	\$203,600	\$200	\$193,420
3rd	306-307	2,206	19-08-10-1-250-01636-0000-02, 19-08-10-1-250-01637-0000-00	\$441,200	\$200	\$419,140
	309	1,125	19-08-10-1-250-01639-0000-03	\$225,000	\$200	\$213,750
	310	1,125	19-08-10-1-250-01640-0000-01	\$225,000	\$200	\$213,750
	311	1,800	19-08-10-1-250-01641-0000-06	\$360,000	\$200	\$342,000
	312	1,102	19-08-10-1-250-01642-0000-04	\$220,400	\$200	\$209,380
	314	960	19-08-10-1-250-01644-0000-00	\$192,000	\$200	\$182,400
5th	508	1,061	19-08-10-1-250-01670-0000-04	\$212,200	\$200	\$201,590
	509	1,009	19-08-10-1-250-01671-0000-02	\$201,800	\$200	\$191,710
	510	1,009	19-08-10-1-250-01672-0000-00	\$201,800	\$200	\$191,710
	516	1,009	19-08-10-1-250-01678-0000-02	\$201,800	\$200	\$191,710
6th	607	1,009	19-08-10-1-250-01685-0000-02	\$201,800	\$200	\$191,710
	615	1,057	19-08-10-1-250-01693-0000-00	\$211,400	\$200	\$200,830
	620	1,009	19-08-10-1-250-01698-0000-04	\$201,800	\$200	\$191,710
7th	702	1,009	19-08-10-1-250-01700-0000-00	\$201,800	\$200	\$191,710
	706-707	1,828	19-08-10-1-250-01704-0000-06, 19-08-10-1-250-01705-0000-04	\$365,600	\$200	\$347,320
	708	1,009	19-08-10-1-250-01706-0000-02	\$201,800	\$200	\$191,710
	711A	947		\$189,400	\$200	\$179,930
	712	1,075	19-08-10-1-250-01710-0000-01	\$215,000	\$200	\$204,250
	715	1,012	19-08-10-1-250-01713-0000-02	\$202,400	\$200	\$192,280
	Totals	36	48,952	\$9,790,400	\$200	\$9,300,880

Schedule 'C'
Parkade Stalls

Stall #	PIN	Stall #	PIN	Stall #	PIN	Stall #	PIN	Stall #	PIN	Stall #	PIN
Lev 1, 16	12037-0016	Lev 1, 96	12037-0096	Lev 2, 24	12037-0165	Lev 3, 31	12037-0241	Lev 3, 83	12037-0293	Lev A, 45	12037-0417
Lev 1, 17	12037-0017	Lev 1, 97	12037-0097	Lev 2, 25	12037-0166	Lev 3, 32	12037-0242	Lev 3, 84	12037-0294	Lev A, 46	12037-0418
Lev 1, 18	12037-0018	Lev 1, 98	12037-0098	Lev 2, 26	12037-0167	Lev 3, 33	12037-0243	Lev 3, 85	12037-0295	Lev A, 47	12037-0419
Lev 1, 22	12037-0022	Lev 1, 99	12037-0099	Lev 2, 27	12037-0168	Lev 3, 34	12037-0244	Lev 3, 86	12037-0296	Lev A, 48	12037-0420
Lev 1, 23	12037-0023	Lev 1, 100	12037-0100	Lev 2, 28	12037-0169	Lev 3, 35	12037-0245	Lev 3, 87	12037-0297	Lev A, 49	12037-0421
Lev 1, 24	12037-0024	Lev 1, 101	12037-0101	Lev 2, 29	12037-0170	Lev 3, 36	12037-0246	Lev 3, 88	12037-0298	Lev A, 50	12037-0422
Lev 1, 25	12037-0025	Lev 1, 102	12037-0102	Lev 2, 30	12037-0171	Lev 3, 37	12037-0247	Lev 3, 89	12037-0299	Lev A, 51	12037-0423
Lev 1, 26	12037-0026	Lev 1, 103	12037-0103	Lev 2, 31	12037-0172	Lev 3, 38	12037-0248	Lev 3, 90	12037-0300	Lev A, 52	12037-0424
Lev 1, 27	12037-0027	Lev 1, 104	12037-0104	Lev 2, 32	12037-0173	Lev 3, 39	12037-0249	Lev A, 1	12037-0373	Lev A, 53	12037-0425
Lev 1, 28	12037-0028	Lev 1, 105	12037-0105	Lev 2, 33	12037-0174	Lev 3, 40	12037-0250	Lev A, 2	12037-0374	Lev A, 54	12037-0426
Lev 1, 29	12037-0029	Lev 1, 106	12037-0106	Lev 2, 34	12037-0175	Lev 3, 41	12037-0251	Lev A, 3	12037-0375	Lev A, 55	12037-0427
Lev 1, 30	12037-0030	Lev 1, 107	12037-0107	Lev 2, 35	12037-0176	Lev 3, 42	12037-0252	Lev A, 4	12037-0376	Lev A, 56	12037-0428
Lev 1, 31	12037-0031	Lev 1, 108	12037-0108	Lev 2, 36	12037-0177	Lev 3, 43	12037-0253	Lev A, 5	12037-0377	Lev A, 57	12037-0429
Lev 1, 32	12037-0032	Lev 1, 109	12037-0109	Lev 2, 37	12037-0178	Lev 3, 44	12037-0254	Lev A, 6	12037-0378	Lev A, 58	12037-0430
Lev 1, 33	12037-0033	Lev 1, 110	12037-0110	Lev 2, 38	12037-0179	Lev 3, 45	12037-0255	Lev A, 7	12037-0379	Lev A, 59	12037-0431
Lev 1, 34	12037-0034	Lev 1, 111	12037-0111	Lev 2, 39	12037-0180	Lev 3, 46	12037-0256	Lev A, 8	12037-0380	Lev A, 60	12037-0432
Lev 1, 35	12037-0035	Lev 1, 112	12037-0112	Lev 2, 40	12037-0181	Lev 3, 47	12037-0257	Lev A, 9	12037-0381	Lev A, 61	12037-0433
Lev 1, 36	12037-0036	Lev 1, 113	12037-0113	Lev 2, 41	12037-0182	Lev 3, 48	12037-0258	Lev A, 10	12037-0382	Lev A, 62	12037-0434
Lev 1, 37	12037-0037	Lev 1, 114	12037-0114	Lev 2, 42	12037-0183	Lev 3, 49	12037-0259	Lev A, 11	12037-0383	Lev A, 63	12037-0435
Lev 1, 38	12037-0038	Lev 1, 115	12037-0115	Lev 2, 43	12037-0184	Lev 3, 50	12037-0260	Lev A, 12	12037-0384	Lev A, 64	12037-0436
Lev 1, 39	12037-0039	Lev 1, 116	12037-0116	Lev 2, 44	12037-0185	Lev 3, 51	12037-0261	Lev A, 13	12037-0385	Lev A, 65	12037-0437
Lev 1, 40	12037-0040	Lev 1, 117	12037-0117	Lev 2, 45	12037-0186	Lev 3, 52	12037-0262	Lev A, 14	12037-0386	Lev A, 66	12037-0438
Lev 1, 41	12037-0041	Lev 1, 118	12037-0118	Lev 2, 46	12037-0187	Lev 3, 53	12037-0263	Lev A, 15	12037-0387	Lev A, 67	12037-0439
Lev 1, 42	12037-0042	Lev 1, 119	12037-0119	Lev 2, 47	12037-0188	Lev 3, 54	12037-0264	Lev A, 16	12037-0388	Lev A, 68	12037-0440
Lev 1, 43	12037-0043	Lev 1, 120	12037-0120	Lev 2, 48	12037-0189	Lev 3, 55	12037-0265	Lev A, 17	12037-0389	Lev A, 69	12037-0441
Lev 1, 44	12037-0044	Lev 1, 121	12037-0121	Lev 2, 49	12037-0190	Lev 3, 56	12037-0266	Lev A, 18	12037-0390	Lev A, 70	12037-0442
Lev 1, 45	12037-0045	Lev 1, 122	12037-0122	Lev 2, 50	12037-0191	Lev 3, 57	12037-0267	Lev A, 19	12037-0391	Lev A, 71	12037-0443
Lev 1, 46	12037-0046	Lev 1, 123	12037-0123	Lev 2, 51	12037-0192	Lev 3, 58	12037-0268	Lev A, 20	12037-0392	Lev A, 72	12037-0444
Lev 1, 47	12037-0047	Lev 1, 124	12037-0124	Lev 2, 52	12037-0193	Lev 3, 59	12037-0269	Lev A, 21	12037-0393	Lev A, 73	12037-0445
Lev 1, 48	12037-0048	Lev 1, 125	12037-0125	Lev 2, 53	12037-0194	Lev 3, 60	12037-0270	Lev A, 22	12037-0394	Lev A, 74	12037-0446
Lev 1, 49	12037-0049	Lev 1, 126	12037-0126	Lev 2, 54	12037-0195	Lev 3, 61	12037-0271	Lev A, 23	12037-0395	Lev A, 75	12037-0447
Lev 1, 50	12037-0050	Lev 1, 127	12037-0127	Lev 2, 55	12037-0196	Lev 3, 62	12037-0272	Lev A, 24	12037-0396	Lev A, 76	12037-0448
Lev 1, 51	12037-0051	Lev 1, 128	12037-0128	Lev 2, 56	12037-0197	Lev 3, 63	12037-0273	Lev A, 25	12037-0397	Lev A, 77	12037-0449
Lev 1, 52	12037-0052	Lev 1, 129	12037-0129	Lev 2, 57	12037-0198	Lev 3, 64	12037-0274	Lev A, 26	12037-0398	Lev A, 78	12037-0450
Lev 1, 53	12037-0053	Lev 1, 130	12037-0130	Lev 2, 58	12037-0199	Lev 3, 65	12037-0275	Lev A, 27	12037-0399	Lev A, 79	12037-0451
Lev 1, 54	12037-0054	Lev 1, 131	12037-0131	Lev 2, 59	12037-0200	Lev 3, 66	12037-0276	Lev A, 28	12037-0400	Lev A, 80	12037-0452
Lev 1, 55	12037-0055	Lev 1, 132	12037-0132	Lev 2, 60	12037-0201	Lev 3, 67	12037-0277	Lev A, 29	12037-0401	Lev A, 81	12037-0453
Lev 1, 56	12037-0056	Lev 1, 133	12037-0133	Lev 1, 141	12037-0141	Lev 3, 68	12037-0278	Lev A, 30	12037-0402	Lev A, 82	12037-0454
Lev 1, 57	12037-0057	Lev 1, 134	12037-0134	Lev 3, 17	12037-0227	Lev 3, 69	12037-0279	Lev A, 31	12037-0403	Lev A, 83	12037-0455
Lev 1, 58	12037-0058	Lev 1, 135	12037-0135	Lev 3, 18	12037-0228	Lev 3, 70	12037-0280	Lev A, 32	12037-0404	Lev A, 84	12037-0456
Lev 1, 59	12037-0059	Lev 1, 136	12037-0136	Lev 3, 19	12037-0229	Lev 3, 71	12037-0281	Lev A, 33	12037-0405	Lev A, 85	12037-0457
Lev 1, 60	12037-0060	Lev 1, 137	12037-0137	Lev 3, 20	12037-0230	Lev 3, 72	12037-0282	Lev A, 34	12037-0406	Lev A, 86	12037-0458
Lev 1, 61	12037-0061	Lev 1, 138	12037-0138	Lev 3, 21	12037-0231	Lev 3, 73	12037-0283	Lev A, 35	12037-0407	Lev A, 87	12037-0459
Lev 1, 62	12037-0062	Lev 1, 139	12037-0139	Lev 3, 22	12037-0232	Lev 3, 74	12037-0284	Lev A, 36	12037-0408	Lev A, 88	12037-0460
Lev 1, 63	12037-0063	Lev 1, 140	12037-0140	Lev 3, 23	12037-0233	Lev 3, 75	12037-0285	Lev A, 37	12037-0409	Lev A, 89	12037-0461
Lev 1, 64	12037-0064	Lev 2, 17	12037-0158	Lev 3, 24	12037-0234	Lev 3, 76	12037-0286	Lev A, 38	12037-0410	Lev A, 90	12037-0462
Lev 1, 90	12037-0090	Lev 2, 18	12037-0159	Lev 3, 25	12037-0235	Lev 3, 77	12037-0287	Lev A, 39	12037-0411	Lev A, 91	12037-0463
Lev 1, 91	12037-0091	Lev 2, 19	12037-0160	Lev 3, 26	12037-0236	Lev 3, 78	12037-0288	Lev A, 40	12037-0412	Lev A, 92	12037-0464
Lev 1, 92	12037-0092	Lev 2, 20	12037-0161	Lev 3, 27	12037-0237	Lev 3, 79	12037-0289	Lev A, 41	12037-0413	Lev A, 93	12037-0465
Lev 1, 93	12037-0093	Lev 2, 21	12037-0162	Lev 3, 28	12037-0238	Lev 3, 80	12037-0290	Lev A, 42	12037-0414	Lev A, 94	12037-0466
Lev 1, 94	12037-0094	Lev 2, 22	12037-0163	Lev 3, 29	12037-0239	Lev 3, 81	12037-0291	Lev A, 43	12037-0415	Lev A, 95	12037-0467
Lev 1, 95	12037-0095	Lev 2, 23	12037-0164	Lev 3, 30	12037-0240	Lev 3, 82	12037-0292	Lev A, 44	12037-0416	Lev A, 96	12037-0468
Lev A, 97	12037-0469	Lev A, 99	12037-0471	Lev A, 101	12037-0473	Lev A, 103	12037-0475	Lev A, 105	12037-0477	Lev A, 107	12037-0479
Lev A, 98	12037-0470	Lev A, 100	12037-0472	Lev A, 102	12037-0474	Lev A, 104	12037-0476	Lev A, 106	12037-0478	Lev A, 108	12037-0480
				Lev A, 103	12037-0475	Lev A, 105	12037-0477	Lev A, 107	12037-0479	Lev A, 109	12037-0481
										Lev A, 110	12037-0482

Loan No: 1075/13
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: 18 Wynford Drive, Toronto, Ontario

Details of Mortgage:

The principal amount of the first Mortgage to be repaid by the Borrower will be \$9,850,000 to be advanced in one installment with the first advance in the amount of \$9,850,000 to be advanced on February 28, 2013 with payments commencing on April 5, 2013.

The principal amount of the Mortgage will bear interest at 8.125% per year for the initial 24 months and 25% per year thereafter, and will be repayable upon loan maturity. Where the annual interest rate may change, the method of determining the annual interest rate is: the greater of HSBC prime rate + 5.125% and 8.125%.

Interest will begin to accrue on the Closing Date of February 28, 2013.

The mortgage will be interest only and interest is to be compounded monthly.

The total amount of all payments over the initial 24 month term of the mortgage will be (assuming the Borrower only pays down the loan by \$3,000,000 in \$750,000 increments every six (6) months) \$1,417,813. Each payment made on the mortgage must be applied first to the accumulated cost of borrowing and then to the outstanding principal.

The 25th month of interest calculated at 25% would be (\$142,708).

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>	
Broker Fee	\$49,250	Insurance Review	TBD
Trez Commitment Fee	\$200,750	Legal Fees/ Disbursements (est.)	TBD
		Appraisal or Inspection (if any)	TBD
Total Costs (Incl. APR):		Total Costs (Excl. from APR)	TBD

Total Cost of Borrowing: APR: 9.17% (This includes the final month of interest at 25%)
Total Costs (incl. in APR) of \$250,000 + interest to be paid during the term of the mortgage of \$1,560,521 = \$1,806,954.

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, Suite 1404, 401 Bay St., Toronto, Ontario, M5H 2Y4
 Licensing: 10472

Name of Authorized Person signing on behalf of the Brokerage: Gactano Coscia
 Title of this Authorized Person: Vice President
 Licensing: 10472

Date: Feb. 19 / 2013

 Signature of Authorized Person
Material Risks associated with Mortgage Borrowing:

The Borrower(s) 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: Feb 20 / 13

Borrower:

Date: "1

Borrower:

I / we waive the 48 hour requirement for this disclosure:

Date: Feb 20 / 13

Borrower:

Date: "1

Borrower:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

STATEMENT OF FINANCIAL POSITION

DECEMBER 31, 2010
(With 2009 Comparisons)

	2010	2009 (Note 8)
<u>ASSETS</u>		
CURRENT		
Cash - operations	\$ 165,325	\$ 83,449
Cash - reserve	417,257	214,407
Accounts receivable	4,412	61,440
Prepaid expenses	29,248	27,045
	<u>616,242</u>	<u>386,341</u>
LONG TERM		
Term deposits - reserve (Note 4)	1,135,910	1,134,200
	<u>1,135,910</u>	<u>1,134,200</u>
TOTAL ASSETS	<u><u>\$ 1,752,153</u></u>	<u><u>\$ 1,520,541</u></u>
<u>LIABILITIES</u>		
CURRENT		
Accounts payable and accrued liabilities	\$ 72,317	\$ 34,537
Sales tax payable	10,890	1,985
	<u>83,207</u>	<u>36,522</u>
TOTAL LIABILITIES	<u>83,207</u>	<u>36,522</u>
<u>FUND BALANCES</u>		
Reserve fund (Note 3)	1,364,202	1,199,321
General fund	304,743	284,698
	<u>1,668,945</u>	<u>1,484,020</u>
TOTAL LIABILITIES & FUND BALANCES	<u><u>\$ 1,752,153</u></u>	<u><u>\$ 1,520,541</u></u>

APPROVED ON BEHALF OF THE BOARD

Director

Director

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

STATEMENT 1

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**STATEMENT OF RESERVE FUND OPERATIONS AND FUND BALANCE****FOR THE YEAR ENDED DECEMBER 31, 2010****(With 2009 Comparisons)**

	<u>2010</u> <u>Budget</u> <u>(Note 7)</u> <u>(Unaudited)</u>	<u>2010</u> <u>Actual</u>	<u>2009</u> <u>Actual</u> <u>(Note 8)</u>
REVENUE			
Owners' contribution to the reserve fund	\$ 202,850	\$ 202,850	\$ 184,410
Interest	-	1,979	379
	<u>202,850</u>	<u>204,829</u>	<u>184,789</u>
MAJOR REPAIRS AND REPLACEMENTS			
Cooling tower	-	4,725	-
Entrance and lobby repairs	-	13,825	-
Front door replacement	-	-	25,747
Parking light repairs	-	1,131	-
Reserve fund study	-	3,450	-
Roof repairs and replacement	-	16,817	-
	<u>-</u>	<u>39,948</u>	<u>25,747</u>
Excess of revenue over expenses for the year	<u>\$ 202,850</u>	164,881	159,042
Fund balance, beginning of year		<u>1,199,321</u>	<u>1,040,279</u>
Fund balance, end of year		<u>\$ 1,364,202</u>	<u>\$ 1,199,321</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

STATEMENT 2

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037
STATEMENT OF GENERAL FUND OPERATIONS AND FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2010
(With 2009 Comparisons)

	2010 <u>Budget</u> (Note 7) (Unaudited)	2010 <u>Actual</u>	2009 <u>Actual</u> (Note 8)
REVENUE			
Owners' contribution	\$ 685,290	\$ 685,802	\$ 691,016
Less: contribution to reserve fund	<u>(202,850)</u>	<u>(202,850)</u>	<u>(184,410)</u>
Owners' contribution to general fund	482,440	482,952	506,606
Interest and other income	<u>-</u>	<u>1,215</u>	<u>29</u>
	<u>482,440</u>	<u>484,167</u>	<u>506,635</u>
COMMON EXPENSES			
ADMINISTRATION			
Administrative	5,140	4,102	7,628
Insurance	33,000	26,402	28,395
Interest and penalty	-	2,581	-
Management fees	54,000	54,000	54,000
Professional fees	21,600	20,044	24,109
Superintendent	36,000	36,000	34,400
MAINTENANCE AND REPAIRS			
Cleaning supplies	-	10,870	9,977
Elevator	16,500	14,502	15,859
General	66,000	46,013	82,831
Janitorial services	38,000	31,371	20,950
Landscaping and snow removal	10,800	10,589	8,935
Security service	4,400	3,133	8,095
UTILITIES			
Gas	70,000	34,994	57,052
Hydro	95,000	108,296	100,120
Water	<u>32,000</u>	<u>61,227</u>	<u>35,112</u>
	<u>482,440</u>	<u>464,122</u>	<u>487,463</u>
Excess of revenue over expenses for the year	<u>\$ -</u>	20,045	19,172
Fund balance, beginning of year		<u>284,698</u>	<u>265,526</u>
Fund balance, end of year		<u>\$ 304,743</u>	<u>\$ 284,698</u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

STATEMENT 3

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**STATEMENT OF CASH FLOWS****FOR THE YEAR ENDED DECEMBER 31, 2010****(With 2009 Comparisons)**

	2010	2009 (Note 8)
OPERATING ACTIVITIES		
Cash from operations		
Net under expenditure for the year	\$ 20,045	\$ 19,172
Decrease (Increase) in accounts receivable	57,028	(60,796)
(Increase) in prepaid expenses	(2,202)	(27,045)
Increase (Decrease) in accounts payable and accrued liabilities	37,780	(1,532)
Increase (Decrease) in sales tax payable	8,905	(5,813)
Interest paid	-	-
Taxes paid	-	-
	<u>121,556</u>	<u>(76,014)</u>
Cash from Reserve Operations		
Net under expenditure for the year	164,881	159,042
INVESTING ACTIVITIES		
(Increase) in term deposits	<u>(1,710)</u>	<u>(379)</u>
CHANGES IN CASH AND EQUIVALENTS DURING THE YEAR	284,727	82,649
CASH AND EQUIVALENTS, JANUARY 1,	<u>297,856</u>	<u>215,206</u>
CASH AND EQUIVALENTS, DECEMBER 31,	<u>\$ 582,582</u>	<u>\$ 297,856</u>
 CASH AND EQUIVALENTS REPRESENTED BY:		
Cash - operations	\$ 165,325	\$ 83,449
Cash - reserve	<u>417,257</u>	<u>214,407</u>
	<u><u>\$ 582,582</u></u>	<u><u>\$ 297,856</u></u>

The accompanying summary of significant accounting policies and notes are an integral part of these financial statements.

STATEMENT 4

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**NOTES TO THE FINANCIAL STATEMENTS****DECEMBER 31, 2010****1. Purpose of the Organization**

The Metropolitan Condominium Corporation No. 1037 (the "Corporation") was registered without share capital in 1994 under the laws of the Condominium Act of Ontario, the "Act". The Corporation was formed to manage and maintain, on behalf of the owners, the common elements of 119 commercial units located in the Don Mills.

For Canadian income tax purposes the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

2. Summary of Significant Accounting Policies**(a) Fund Accounting**

The corporation follows the restricted method of accounting for contributions.

The general fund reports the contributions from owners and expenses related to the operations and administration of the common elements.

The reserve fund reports the contributions from owners and expenditures for major repair and replacement costs of the common elements and assets. The basis for determining the fund's requirements is explained in Note 3. Only major repairs and replacements of the common elements are charged directly to this reserve fund. Minor repairs and replacements are charged to repairs and maintenance of the general fund. The Corporation segregates amounts accumulated for the purpose of financing future charges to the reserve fund in special accounts, for use only to finance such charges. Interest earned on these amounts is credited directly to the reserve fund.

(b) Use of Estimates

The preparation of financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

(c) Common Elements

The common elements of the corporation are owned proportionately by the unit owners and consequently are not reflected as assets in these financial statements.

(d) Revenue Recognition

The Corporation recognizes revenue from common element assessment on the first day of each month.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**NOTES TO THE FINANCIAL STATEMENTS****DECEMBER 31, 2010****3. Reserve Fund**

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the common elements and assets.

The Corporation has used the updated comprehensive reserve fund study (with site visit) dated January 2011 prepared by Genivar Consultants Limited and such other information that was available to them in evaluating the adequacy of annual contributions to the reserve fund for major repairs and maintenance. The reserve fund study suggests an annual contribution of \$202,850 for 2010 and projects a reserve fund balance of \$866,800 as at December 31, 2010. The plan for expenditures from the reserve fund for 2010 was \$586,110.

The reserve is evaluated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Such evaluation is based on numerous assumptions as to future events.

4. Term Deposits - Reserve

	<u>Rate</u> %	<u>Maturity</u>	<u>Amount</u>
TD Mortgage Corporation G.I.C	0.5000	March 24, 2011	\$ 353,329
TD Mortgage Corporation G.I.C	0.5000	March 24, 2011	42,762
TD Mortgage Corporation G.I.C	0.5000	May 11, 2011	132,043
TD Mortgage Corporation G.I.C	0.5000	December 13, 2011	126,332
TD Mortgage Corporation G.I.C	0.5000	December 13, 2011	234,450
TD Mortgage Corporation G.I.C	0.5000	December 13, 2011	51,752
TD Mortgage Corporation G.I.C	0.5000	December 16, 2011	70,163
TD Mortgage Corporation G.I.C	0.5000	December 29, 2011	99,615
TD Mortgage Corporation G.I.C	0.5000	December 29, 2011	25,466
			<u>\$ 1,135,910</u>

5. Remuneration of Directors and Officers

No remuneration was paid to Directors and Officers during the year.

6. Financial Instruments

The Corporation's financial instruments consist of cash, investments, accounts receivable, accounts payable and accruals. Unless otherwise noted, it is the Board's opinion that the Corporation is not exposed to significant interest rate, currency or credit risks arising from its financial instruments. The fair value of these financial instruments approximate their carrying values, unless otherwise noted.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037**NOTES TO THE FINANCIAL STATEMENTS****DECEMBER 31, 2010****7. Budget Information**

The budget figures presented for comparison purposes are unaudited and are those approved by the directors. They have been reclassified to conform with the financial statement presentation.

8. Comparative Figures

The comparative figures are for the year ended December 31, 2009. They were also compiled by Wong, Kwok and Company, Chartered Accountants and are subject to their auditors' report dated April 13, 2010.

Figures have been reclassified to conform with the financial statement presentation.

9. Subsequent Event

Effective February 7, 2011, the Corporation changed its management company from Pennant Realty Corporation to Hazelton Property Management Limited.



Project No.: 101-14895-00 (TB-04026.03-TB)

Delivered by Mail

January 21, 2011

Mr. Bernard Segal, Property Manager
Metropolitan Toronto Condominium Corporation No. 1037
c/o Pennant Realty Corporation.
18 Wynforn Drive, Suite 601
Toronto, ON
M3C 3S2

**Re: Metropolitan Toronto Condominium Corporation No. 1037
2010 Reserve Fund Study Update (With a Site Visit)**

Dear Mr. Bernard Segal:

We are pleased to submit one (1) copy of the 2010 Reserve Fund Study Update (With a Site Visit) for Metropolitan Toronto Condominium Corporation No. 1037. A Form 15 based on Cash Flow No. 1 is included in Appendix B of this report, for which approval was granted on January 4, 2011.

This Update was based on the following:

- a) Our Site Visit completed on May 11, 2010 by Juhn Wright, Arch. Tech. (GENIVAR), Osman Khorsand, B.Tech. (GENIVAR) and Liliana Monge, B.Eng (M&E Engineering Ltd).
- b) The RFS Update Survey Form completed by you on May 11, 2010 (Attached in Appendix A);
- c) Financial Statements for Fiscal Years ending December 31, 2009;
- d) Discussions with the Property Management.

As per the above noted information, the following changes were made to the Reserve Fund Study:

- 1. All Item Costs have been adjusted to reflect current 2010 pricing.
- 2. The remaining life of each component has been adjusted based on specific information provided by the Corporation and as deemed appropriate based on the condition of the components as noted during our recent site reviews which accompanied this Update.
- 3. BE - Doors - Aluminum Doors: This item has been phased as some doors have been replaced.
- 4. EL - Lighting - Interior: This allowance has been divided into two phases as some of the lighting has already been replaced and the remaining is planned for this year.
- 5. IN - Corridors - Floors - Carpet: An allowance has been carried this year as plans are in place to refurbish the corridors completely.
- 6. IN - Corridors - Wall Paper: An allowance has been carried this year as plans are in place to refurbish the corridors completely.
- 7. XX - Contingency: Due to the proposed implementation of the Harmonized Sales Tax (HST) in July 1, 2010, we anticipate that reserve fund expenditures may increase approximately from 2% up to 10%. To account for this proposed tax change, we have increased our normal

contingency item allowance by approximately 5%, to occur starting in 2010 and every three (3) years thereafter. The effects of the HST to the overall reserve fund pricing will be re-evaluated on the next update when this proposed legislation becomes a law.

8. BE – Roofing – Inverted: The allowance has been phased over two years. Phase 1 allows for thirty percent of the roof to be replaced and Phase 2 represents seventy percent of the roof.
9. BE – Windows – Glazing: The annual allowance has been removed and instead we have carried the allowance over five phases.
10. EL – Elevator Upgrade – Safety: A one-time allowance has been carried in the amount of \$100,000 in 2015.
11. EL – Elevator Upgrade: This allowance has been phased over three phases starting in 2017. Each phase has been separated by two years.
12. EL – Garage Lighting: The cost has been reduced from \$70,000 to \$30,000.
13. IN – Doors – Unit Entrance Refinish: This allowance has been added to the projection in 2010.
14. IN – Doors – Unit Entrance: The allowance has been deferred by ten years.
15. IN – Floors – Ceramic Tile: The item name has been changed to IN – Washrooms – Floors Ceramic Tile.
16. IN – Floors – Elevator Lobby: The cost has been adjusted to \$250 per square meter.
17. LS – Asphalt Repairs: The allowance has been set to occur in 2010.
18. LS – Slate Tiles: The item name has been changed to LS - Front Entrance Slate Tiles as well as has been carried in 2010.
19. ME - Ventilation - MUA Unit – Overhaul: The allowance has been brought forward by three years.
20. XX – Consulting Fees – Architectural: A one-time allowance in the amount of \$21,500 has been added to the projection.
21. XX – Consulting Fees – Other: The allowance has been deferred by one year.
22. Parkade – Stairwell – Roof: The allowance has been carried in 2010.

Additional:

Area of concern that arose during the course of our preliminary site reviews included the parkade structure. It was noted that the parkade currently doesn't incorporate a waterproofing membrane. This has resulted the concrete to deteriorate. We were unable to examine the problem in detail as it is not part of this particular study. Therefore, a closer examination of the structure should be carried out. Based on the findings of the detailed assessment, allowances to undertake any work required to this area may then be incorporated into the projection. Due to the complexity, we recommend that Genivar be retained to investigate this problem in further detail.

We have enclosed the following information for the Board's review:

1. RESERVE FUND WORKSHEET

This worksheet lists the components that comprise the Reserve Fund. There are a total of 99 items that make up the Reserve Fund.

2. ANNUAL EXPENDITURES SCHEDULE

This schedule sets out the anticipated Reserve Fund expenditures for the next 30 years. The inflation rate set out for these expenses has been set at 5.1%. We have enclosed a graph that illustrates the level of anticipated expenses.

3. CASH FLOW TABLES

We understand that the fiscal year end for this Condominium is December 31, 2010. Therefore we have set the start date for this Reserve Fund Study at January 1, 2010 (fiscal year 2010).

As per the information provided to us, we have used an Annual Contribution of \$202,850 and a Starting Balance of \$1,199,321 for fiscal year 2010, beginning January 1, 2010.

We have enclosed one cash flow table. The Cash Flow illustrates the recommended financing strategy to ensure that proper funds are available for future repairs and replacements.

3.1 Cash Flow No. 1 – Current Contribution Analysis - Four Year Top-up Plan

In this cash flow, we have reviewed the funding plan using the annual contribution of \$202,850 for fiscal year 2010. Our calculations indicate that the current level of increases at a rate of 10% per annum over the next four years is not sufficient. We have assumed an interest and inflation rate of 7.10% respectively. These rates are based on 40-year long-term averages.

As a result of this analysis, the current level of annual contribution is adequate to meet the anticipated Reserve Fund expenditures over the next 30 years.

4. RECOMMENDATIONS

In conclusion, *Cash Flow No. 1* shows that if the current annual contribution were to be increased at a rate of 10% per annum over the next four years and following that to keep pace with the rate of inflation to match a long-term average inflation rate, the Reserve Fund will be sufficient to provide funds for the anticipated Reserve Fund expenditures over the next 30 years.

We recommend that the Board consider using the funding plan outlined in *Cash Flow No. 1* in order to ensure the Reserve Fund does not fall into a deficit position at any time over the next 30 years.

We trust the enclosed meets your requirements. If you have any questions, please feel free to contact us.

Yours truly,
GENIVAR Inc.



Edgar Vargas, P.Eng.
Senior Engineer - Building Sciences

GLOSSARY

Item Description - The major building component that comprises this category (refer to the Reserve Fund Item Descriptions section for more details). Where a % is shown next to the item (For example: Exterior Walls – Precast Concrete Panel Repair 10%), this means that a percent of the total quantity for this component is included for Reserve Fund purposes. In the example noted above, this would mean that 10% of the area for precast concrete cladding has been included for major repair out of the Reserve Fund.

Group/Sub-group - Numbering system for internal referencing only.

Number of Items - Quantity estimate for the Reserve Fund item.

Item Type - Unit of measure for the quantity estimate of the Reserve Fund item.

Item Cost - The unit cost for major repair or replacement of the Reserve Fund item in today's dollars.

Total Item Cost - The total cost for major repair or replacement of the Reserve Fund item in today's dollars. (In general, Total Item Cost = Number of Items x Item Cost).

Year Built - The year the Reserve Fund item was placed in service.

Useful Life - Normal life expectancy, in years, for the Reserve Fund item.

Life Adjustment - The number of years added or subtracted from the life expectancy of the Reserve Fund item based on its current condition and/or as part of a phasing program.

Year Replace - The next time the Reserve Fund item is scheduled for major repair/replacement.

Life Left - The number of years left before the next major repair/replacement.

One Time? - Designates whether or not the major repair/replacement is a one time expense.

Ideal Balance - A benchmark against which the Reserve Fund Starting Balance in the cash flow tables can be compared. The formula for the Ideal Balance for any given year in the Cash Flow Tables is as follows:

- Ideal Balance = Sum ((Effective Age / Useful Life) X Total Item Cost for each Reserve Fund Item).
- Note: Effective Age = Useful life - Life Left

For calculating the "Unadjusted Ideal Balance", the Total Item Cost is NOT adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

For calculating the "Inflation Adjusted Ideal Balance", the Total Item Cost is adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

Percent Funded - This ratio tells you how the Reserve Fund Starting Balance compares to the Inflation Adjusted Ideal Balance. For example, if, in the year 2030, the Reserve Fund Starting Balance is \$500 and the Inflation Adjusted Ideal Balance is \$1,000, then the Reserve Fund is 50% funded in the year 2030.

MTCC 1037

2010 Reserve Fund Study Update
(With a Site Visit)

RESERVE FUND WORKSHEET

ABBREVIATIONS

BE	Building Exterior/Envelope
EL	Electrical Systems
IN	Interior Finishes
LS	Landscaping
ME	Mechanical Systems
Parkade	Above Ground Parking Garage
UG	Underground Parking Garage
XX	Unclassified Items

Worksheet

January 21, 2011

Sorted Alphabetically

MTCC 1037 - RFSUS - 2010

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Item Cost Built	Year Useful Life	Life Adj	Year Life	One Replace Left Time?
BE - Doors - Aluminum Doors - Phase 1	75	0	1 Each	1,500,000	100	1,500 2009	30	0	2039	28 no
BE - Doors - Aluminum Doors - Phase 2	75	0	4 Each	1,500,000	100	6,000 1990	30	0	2020	9 no
BE - Granite Walls	75	0	175 Square Metre	900,000	100	157,500 1990	40	0	2030	19 no
BE - Main Entry Doors	75	0	4 Each	5,150,000	100	20,600 2009	25	0	2034	23 no
BE - Metal Siding	75	0	350 Square Metre	140,000	100	49,000 1990	30	0	2020	9 no
BE - Roofing - Flashings	0	0	280 Square Metre	70,000	100	19,600 1990	20	3	2013	2 no
BE - Roofing - Inverted - Phase 1	0	0	1 Allowance	18,516,000	100	18,516 1990	20	1	2011	0 no
BE - Roofing - Inverted - Phase 2	0	0	1 Allowance	105,796,000	100	105,796 1990	20	3	2013	2 no
BE - Roofing - Roof Anchors	0	0	1 lump sum	25,000,000	100	25,000 1990	35	-15	2011	0 no
BE - Roofing - Roof Anchors	75	0	1 lump sum	26,500,000	100	26,500 1990	15	8	2013	2 no
BE - Sealants	75	0	1 lump sum	263,000,000	100	263,000 1990	35	0	2025	14 no
BE - Windows - Curtain Wall Repairs	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	0	2011	0 no
BE - Windows - Glazing - Phase 1	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	2	2012	1 no
BE - Windows - Glazing - Phase 2	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	4	2014	3 no
BE - Windows - Glazing - Phase 3	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	6	2016	5 no
BE - Windows - Glazing - Phase 4	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	8	2018	7 no
BE - Windows - Glazing - Phase 5	75	0	4,900 Square Metre	300,000	5	73,500 1990	20	3	2013	2 no
EL - Card Access System	80	0	1 lump sum	5,500,000	100	5,500 1990	5	25	2039	28 no
EL - Electrical Distribution	80	0	1 Allowance	100,000,000	10	10,000 2009	25	2	2017	6 no
EL - Elevators - Upgrade - Phase 1	80	0	1 Each	135,000,000	100	135,000 1990	25	4	2019	8 no
EL - Elevators - Upgrade - Phase 2	80	0	1 Each	135,000,000	100	135,000 1990	25	6	2021	10 no
EL - Elevators - Upgrade - Phase 3	80	0	1 Each	100,000,000	100	100,000 1990	25	0	2015	4 YES
EL - Elevators - Upgrade - Safety	80	0	1 lump sum	10,000,000	100	10,000 1990	20	3	2013	2 no
EL - Enterphone System	80	0	1 lump sum	15,000,000	100	15,000 1990	30	0	2020	9 no
EL - Exterior Lighting	80	0	1 lump sum	40,000,000	100	40,000 1990	20	2	2012	1 no
EL - Fire Alarm Panels	80	0	1 lump sum	5,000,000	100	5,000 1990	5	17	2012	1 no
EL - Fire Alarm System Device Allowance	80	0	1 lump sum	150,000,000	100	150,000 1990	60	0	2050	39 no
EL - Fire Alarm System Replacement	80	0	1 lump sum							

Worksheet

January 21, 2011

Sorted Alphabetically

MTCC 1037 - RFSUS - 2010

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Total Year Built	Useful Life	Life Adj	Year Replace	Year Life Left	One Time?
EL - Lighting - Garage	80	0	1 lump sum	30,000,000	100	30,000 1990	30	-10	2011	0	no
EL - Lighting - Interior - Phase 1	80	0	1 Allowance	6,600,000	100	6,600 2009	25	0	2034	23	no
EL - Lighting - Interior - Phase 2	80	0	1 Allowance	19,400,000	100	19,400 1990	25	-5	2011	0	no
EL - Main Distribution Panels	80	0	2 Each	25,000,000	100	50,000 1990	45	0	2035	24	no
EL - Main Transformer	80	0	1 lump sum	55,000,000	100	55,000 1990	45	0	2035	24	no
EL - Ramp Heating System	80	0	1 lump sum	10,000,000	100	10,000 2005	20	0	2025	14	no
EL - Site Lighting	80	0	1 Allowance	15,000,000	100	15,000 1990	30	0	2020	9	no
IN - Ceiling - Suspended Acoustical Tiles	0	0	1,096 Square Meter	50,000	100	54,800 1990	25	0	2015	4	no
IN - Corridors - Floors - Carpet	0	0	850 Square Meter	55,000	100	46,750 1990	15	5	2011	0	no
IN - Corridors - Wall Paper	0	0	2,550 Square Meter	55,000	100	140,250 1990	15	5	2011	0	no
IN - Doors - Glass	0	0	4 Each	950,000	100	3,800 1990	35	0	2025	14	no
IN - Doors - Hollow Metal	0	0	42 Each	400,000	100	16,800 1990	35	0	2025	14	no
IN - Doors - Unit Entrance	0	0	110 Each	1,800,000	100	198,000 1990	25	10	2025	14	no
IN - Doors - Unit Entrance - Refinish	0	0	110 Each	300,000	100	33,000 1990	20	0	2011	0	YES
IN - Elevators - Interior	0	0	3 lump sum	15,000,000	100	45,000 1990	20	3	2013	2	no
IN - Floor - Granite - Lobby	0	0	104 Square Meter	550,000	100	57,200 1990	40	0	2030	19	no
IN - Floors - Elev. Lobby Cer. Tile - 2nd to 7th	0	0	120 Square Metre	250,000	100	30,000 2004	30	-24	2011	0	no
IN - Floors - Washroom - Ceramic Tile	0	0	326 Square Metre	125,000	100	40,750 2005	40	-35	2011	0	no
IN - Washroom - Refurbishment	0	0	7 Allowance	44,714,290	100	313,000 2005	15	0	2020	9	no
LS - Terrazzo	100	0	40 Square Meter	175,000	100	7,000 1990	40	0	2030	19	no
LS - Asphalt Repairs	100	0	1 lump sum	17,500,000	100	17,500 1990	10	10	2011	0	YES
LS - Asphalt Roads and Parking	100	0	2,800 Square Metre	45,000	100	126,000 1990	25	0	2015	4	no
LS - Concrete Curbs	100	0	275 Linear Meter	125,000	100	34,375 1990	25	0	2015	4	no
LS - Concrete Sidewalks	100	0	105 Square Meter	125,000	100	13,125 1990	25	0	2015	4	no
LS - Slate Tiles - Front Entrance	100	0	16 Square Meter	260,000	100	4,160 1990	40	-20	2011	0	no
ME - Chemical Treatment	80	0	1 lump sum	5,000,000	100	5,000 1990	15	5	2011	0	no
ME - Circulating - Pumps - Replace	80	0	2 Each	10,000,000	100	20,000 1990	20	3	2013	2	no

Worksheet

January 21, 2011

Sorted Alphabetically

MTCC 1037 - RFSUS - 2010

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Total Year Useful Life	Year Life	One
	Group					Life Adj	Replace Left	Time?
ME - Cooling Tower - Overhaul	80	0	1 Each	15,000,000	100	25	10	2025 14 no
ME - Cooling Tower - Replace	80	0	1 lump sum	120,000,000	100	25	0	2015 4 no
ME - Domestic Cold Water - Piping	80	0	1 lump sum	15,000,000	100	45	-10	2025 14 no
ME - Domestic Hot Water - Piping	80	0	1 lump sum	15,000,000	100	35	-10	2015 4 no
ME - Domestic Hot Water - Recirculation Piping	80	0	1 lump sum	10,000,000	100	20	3	2013 2 no
ME - Domestic Hot Water - Storage Tank - Replace	80	0	2 Each	7,500,000	100	15	0	2021 10 no
ME - Fire Protection System - Fire & Jockey Pump	80	0	1 lump sum	7,000,000	100	10	10	2011 0 no
ME - Fire Protection System - Sprinkler Repair	80	0	1 lump sum	5,500,000	100	10	10	2011 0 no
ME - Fire Protection System - Standpipe Repairs	80	0	1 Allowance	3,500,000	100	10	10	2011 0 no
ME - Garage Unit Heaters	80	0	6 Each	1,500,000	100	20	10	2020 9 no
ME - H&A/C - Distribution System	80	0	1 Allowance	280,000,000	20	5	40	2035 24 no
ME - Heat Pumps - Phase 1	80	0	146 Each	4,500,000	20	25	0	2015 4 no
ME - Heat Pumps - Phase 2	80	0	146 Each	4,500,000	20	25	2	2017 6 no
ME - Heat Pumps - Phase 3	80	0	146 Each	4,500,000	20	25	4	2019 8 no
ME - Heat Pumps - Phase 4	80	0	146 Each	4,500,000	20	25	6	2021 10 no
ME - Heat Pumps - Phase 5	80	0	146 Each	4,500,000	20	25	8	2023 12 no
ME - Heating Boiler - Overhaul	80	0	1 lump sum	5,000,000	100	12	0	2014 3 no
ME - Heating Boiler - Overhaul	80	0	1 lump sum	5,000,000	100	12	0	2018 7 no
ME - Heating Boiler - Replace	80	0	1 Each	20,000,000	100	25	0	2031 20 no
ME - Heating Boiler Replace	80	0	1 Each	20,000,000	100	25	0	2031 20 no
ME - Site Services	80	0	1 Each	25,000,000	100	10	15	2015 4 no
ME - Ventilation - Garage Exhaust	80	0	1 Each	5,000,000	100	30	0	2020 9 no
ME - Ventilation - Garage Make-up Air - Overhaul	80	0	1 Each	9,000,000	100	30	15	2035 24 no
ME - Ventilation - Garage Make-up Air - Replace	80	0	1 lump sum	30,000,000	100	30	0	2020 9 no
ME - Ventilation - General Exhaust Fans	80	0	2 Each	10,000,000	100	30	0	2020 9 no
ME - Ventilation - MUA Unit	80	0	1 Each	120,000,000	100	30	0	2020 9 no
ME - Ventilation - MUA Unit - Overhaul	80	0	1 Each	11,500,000	100	30	-5	2015 4 no

Worksheet

January 21, 2011

Sorted Alphabetically

MTCC 1037 - RFSUS - 2010

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Item Cost	Total Year Built	Useful Life	Life Adj	Year Life	One Replace Left Time?
ME - Ventilation - Washroom Exhaust Fans	80	0	2 Each	3,000,000	100	6,000	1990	30	0	2020	9 no
Parkade - Concrete Parapet Walls - Repairs	85	0	1 lump sum	20,000,000	100	20,000	1990	20	0	2011	0 YES
Parkade - Concrete Repairs - Phase 1	85	0	1 lump sum	175,000,000	100	175,000	1990	25	0	2015	4 no
Parkade - Concrete Repairs - Phase 2	85	0	1 lump sum	200,000,000	100	200,000	1990	25	2	2017	6 no
Parkade - Precast Wall Repairs	85	0	1 Allowance	30,000,000	100	30,000	1990	30	0	2020	9 no
Parkade - Railings	85	0	73 Linear Meter	215,000	100	15,695	1990	35	1	2026	15 no
Parkade - Stairwell Repairs	85	0	1 Allowance	22,500,000	100	22,500	1990	20	3	2013	2 no
Parkade - Stairwell Roofs	85	0	20 Square Meter	175,000	100	3,500	1990	20	0	2011	0 no
UG - Concrete Repairs	85	0	1 Allowance	85,000,000	100	85,000	1990	25	0	2015	4 no
UG - Foundation Wall Repairs	85	0	1 Allowance	35,000,000	100	35,000	1990	20	0	2011	0 YES
UG - Overhead Door	85	0	1 Each	6,000,000	100	6,000	2008	20	0	2028	17 no
UG - Waterproofing Membrane	75	0	400 Square Meter	175,000	100	70,000	1990	25	0	2015	4 no
XX - Building Superstructure	0	0	1 lump sum	85,000,000	100	85,000	1990	40	0	2030	19 no
XX - Consulting Fees - Architectural	0	0	1 lump sum	21,500,000	100	21,500	2004	10	-4	2011	0 YES
XX - Consulting Fees - Other	0	0	1 lump sum	10,000,000	100	10,000	2004	10	-3	2011	0 no
XX - Consulting Fees - RFSU - With Site Visit	0	0	1 lump sum	4,800,000	100	4,800	2004	6	0	2011	0 no
XX - Consulting Fees - RFSU - Without Site Visit	0	0	1 lump sum	1,600,000	100	1,600	2007	6	0	2013	2 no
XX - Contingency & HST	0	0	1 lump sum	20,000,000	100	20,000	2007	3	0	2011	0 no

Total 99 items

MTCC 1037

2010 Reserve Fund Study Update
(With a Site Visit)

**ANNUAL
EXPENDITURES**

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
<u>2010</u>	25,000	BE - Roofing - Roof Anchors
	73,500	BE - Windows - Glazing - Phase 1
	30,000	EL - Lighting - Garage
	46,750	IN - Corridors - Floors - Carpet
	140,250	IN - Corridors - Wall Paper
	40,750	IN - Floors - Washroom - Ceramic Tile
	30,000	IN - Floors - Elev. Lobby Cer. Tile - 2nd to 7th
	17,500	LS - Asphalt Repairs
	4,160	LS - Slate Tiles - Front Entrance
	5,000	ME - Chemical Treatment
	5,500	ME - Fire Protection System - Sprinkler Repair
	7,000	ME - Fire Protection System - Fire & Jockey Pump
	3,500	ME - Fire Protection System - Standpipe Repairs
	20,000	Parkade - Concrete Parapet Walls - Repairs
	3,500	Parkade - Stairwell Roofs
	35,000	UG - Foundation Wall Repairs
	4,800	XX - Consulting Fees - RFSU - With Site Visit
	20,000	XX - Contingency & HST
	19,400	EL - Lighting - Interior - Phase 2
	33,000	IN - Doors - Unit Entrance - Refinish
	21,500	XX - Consulting Fees - Architectural
	<u>586,110</u>	
<u>2011</u>	19,460	BE - Roofing - Inverted - Phase 1
	10,510	XX - Consulting Fees - Other
	<u>29,970</u>	
<u>2012</u>	81,188	BE - Windows - Glazing - Phase 2
	44,184	EL - Fire Alarm Panels
	5,523	EL - Fire Alarm System Device Allowance
	<u>130,895</u>	

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
<u>2013</u>	22,754	BE - Roofing - Flashings
	30,765	BE - Sealants
	11,609	EL - Enterphone System
	52,242	IN - Elevators - Interior
	11,609	ME - Domestic Hot Water - Recirculation Piping
	23,219	ME - Circulating - Pumps - Replace
	26,121	Parkade - Stairwell Repairs
	1,857	XX - Consulting Fees - RFSU - Without Site Visit
	23,219	XX - Contingency & HST
	122,822	BE - Roofing - Inverted - Phase 2
	6,385	EL - Card Access System
	<u>332,604</u>	
<u>2014</u>	6,101	ME - Heating Boiler - Overhaul
	89,681	BE - Windows - Glazing - Phase 3
	<u>95,781</u>	
<u>2015</u>	128,237	EL - Elevators - Upgrade - Safety
	70,274	IN - Ceiling - Suspended Acoustical Tiles
	161,579	LS - Asphalt Roads and Parking
	44,082	LS - Concrete Curbs
	16,831	LS - Concrete Sidewalks
	153,885	ME - Cooling Tower - Replace
	19,236	ME - Domestic Hot Water - Piping
	168,504	ME - Heat Pumps - Phase 1
	32,059	ME - Site Services
	14,747	ME - Ventilation - MUA Unit - Overhaul
	224,415	Parkade - Concrete Repairs - Phase 1
	109,002	UG - Concrete Repairs
	89,766	UG - Waterproofing Membrane
	<u>1,232,615</u>	

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
2016	6,469	XX - Consulting Fees - RFSU - With Site Visit
	26,955	XX - Contingency & HST
	99,061	BE - Windows - Glazing - Phase 4
	<u>132,486</u>	
2017	191,229	EL - Elevators - Upgrade - Phase 1
	186,129	ME - Heat Pumps - Phase 2
	283,302	Parkade - Concrete Repairs - Phase 2
	7,083	EL - Fire Alarm System Device Allowance
	<u>667,742</u>	
2018	7,444	ME - Heating Boiler - Overhaul
	109,423	BE - Windows - Glazing - Phase 5
	<u>116,867</u>	
2019	205,598	ME - Heat Pumps - Phase 3
	2,503	XX - Consulting Fees - RFSU - Without Site Visit
	31,294	XX - Contingency & HST
	211,231	EL - Elevators - Upgrade - Phase 2
	<u>450,627</u>	
2020	80,579	BE - Metal Siding
	24,667	EL - Site Lighting
	9,045	ME - Fire Protection System - Sprinkler Repair
	11,511	ME - Fire Protection System - Fire & Jockey Pump
	5,756	ME - Fire Protection System - Standpipe Repairs
	14,800	ME - Garage Unit Heaters
	8,222	ME - Ventilation - Garage Exhaust
	49,334	ME - Ventilation - Garage Make-up Air - Replace
	32,890	ME - Ventilation - General Exhaust Fans
	197,337	ME - Ventilation - MUA Unit

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
	9,867	ME - Ventilation - Washroom Exhaust Fans
	49,334	Parkade - Precast Wall Repairs
	9,867	BE - Doors - Aluminum Doors - Phase 2
	24,667	EL - Exterior Lighting
	514,721	IN - Washroom - Refurbishment
	<u>1,042,597</u>	
<u>2021</u>	25,925	ME - Domestic Hot Water - Storage Tank - Replace
	227,104	ME - Heat Pumps - Phase 4
	17,283	XX - Consulting Fees - Other
	233,326	EL - Elevators - Upgrade - Phase 3
	<u>503,639</u>	
<u>2022</u>	8,719	XX - Consulting Fees - RFSU - With Site Visit
	36,330	XX - Contingency & HST
	9,082	EL - Fire Alarm System Device Allowance
	<u>54,131</u>	
<u>2023</u>	250,860	ME - Heat Pumps - Phase 5
	<u>250,860</u>	
<u>2025</u>	554,621	BE - Windows - Curtain Wall Repairs
	21,088	EL - Ramp Heating System
	98,588	IN - Corridors - Floors - Carpet
	295,763	IN - Corridors - Wall Paper
	8,014	IN - Doors - Glass
	35,428	IN - Doors - Hollow Metal
	417,548	IN - Doors - Unit Entrance
	10,544	ME - Chemical Treatment
	31,632	ME - Cooling Tower - Overhaul
	31,632	ME - Domestic Cold Water - Piping
	52,721	ME - Site Services

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
	3,374	XX - Consulting Fees - RFSU - Without Site Visit
	42,177	XX - Contingency & HST
	<u>1,603,130</u>	
<u>2026</u>	11,082	ME - Heating Boiler - Overhaul
	34,786	Parkade - Railings
	<u>45,868</u>	
<u>2027</u>	11,647	EL - Fire Alarm System Device Allowance
	<u>11,647</u>	
<u>2028</u>	64,878	BE - Sealants
	14,689	UG - Overhead Door
	11,751	XX - Consulting Fees - RFSU - With Site Visit
	48,964	XX - Contingency & HST
	<u>140,282</u>	
<u>2030</u>	425,927	BE - Granite Walls
	198,766	BE - Windows - Glazing - Phase 1
	154,686	IN - Floor - Granite - Lobby
	18,930	LS - Terrazzo
	14,874	ME - Fire Protection System - Sprinkler Repair
	18,930	ME - Fire Protection System - Fire & Jockey Pump
	9,465	ME - Fire Protection System - Standpipe Repairs
	13,521	ME - Heating Boiler - Overhaul
	9,465	Parkade - Stairwell Roofs
	229,865	XX - Building Superstructure
	<u>1,094,429</u>	
<u>2031</u>	52,626	BE - Roofing - Inverted - Phase 1
	56,844	ME - Heating Boiler - Replace
	56,844	ME - Heating Boiler Replace

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
	28,422	XX - Consulting Fees - Other
	4,548	XX - Consulting Fees - RFSU - Without Site Visit
	56,844	XX - Contingency & HST
	<u>256,129</u>	
<u>2032</u>	219,557	BE - Windows - Glazing - Phase 2
	119,487	EL - Fire Alarm Panels
	14,936	EL - Fire Alarm System Device Allowance
	<u>353,980</u>	
<u>2033</u>	61,534	BE - Roofing - Flashings
	31,395	EL - Enterphone System
	141,278	IN - Elevators - Interior
	31,395	ME - Domestic Hot Water - Recirculation Piping
	62,790	ME - Circulating - Pumps - Replace
	70,639	Parkade - Stairwell Repairs
	332,148	BE - Roofing - Inverted - Phase 2
	17,267	EL - Card Access System
	<u>748,448</u>	
<u>2034</u>	67,972	BE - Main Entry Doors
	21,778	EL - Lighting - Interior - Phase 1
	15,838	XX - Consulting Fees - RFSU - With Site Visit
	65,993	XX - Contingency & HST
	242,523	BE - Windows - Glazing - Phase 3
	<u>414,103</u>	
<u>2035</u>	173,396	EL - Main Distribution Panels
	190,735	EL - Main Transformer
	194,203	ME - H&A/C - Distribution System
	86,698	ME - Site Services
	31,211	ME - Ventilation - Garage Make-up Air - Overhaul

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
	67,277	EL - Lighting - Interior - Phase 2
	1,085,456	IN - Washroom - Refurbishment
	<u>1,828,976</u>	
<u>2036</u>	54,672	ME - Domestic Hot Water - Storage Tank - Replace
	267,891	BE - Windows - Glazing - Phase 4
	<u>322,563</u>	
<u>2037</u>	6,129	XX - Consulting Fees - RFSU - Without Site Visit
	76,613	XX - Contingency & HST
	19,153	EL - Fire Alarm System Device Allowance
	<u>101,895</u>	
<u>2038</u>	20,130	ME - Heating Boiler - Overhaul
	295,913	BE - Windows - Glazing - Phase 5
	<u>316,043</u>	
<u>2039</u>	6,347	BE - Doors - Aluminum Doors - Phase 1
	42,313	EL - Electrical Distribution
	<u>48,661</u>	
<u>2040</u>	133,414	EL - Lighting - Garage
	243,704	IN - Ceiling - Suspended Acoustical Tiles
	207,904	IN - Corridors - Floors - Carpet
	623,712	IN - Corridors - Wall Paper
	133,414	IN - Floors - Elev. Lobby Cer. Tile - 2nd to 7th
	560,341	LS - Asphalt Roads and Parking
	152,871	LS - Concrete Curbs
	58,369	LS - Concrete Sidewalks
	22,236	ME - Chemical Treatment
	533,658	ME - Cooling Tower - Replace
	24,459	ME - Fire Protection System - Sprinkler Repair

Annual Expenditures

January 21, 2011

MTCC 1037 - RFSUS - 2010

Year	Amount	Item Description
	31,130	ME - Fire Protection System - Fire & Jockey Pump
	15,565	ME - Fire Protection System - Standpipe Repairs
	40,024	ME - Garage Unit Heaters
	249,040	ME - H&A/C - Distribution System
	584,355	ME - Heat Pumps - Phase I
	778,251	Parkade - Concrete Repairs - Phase I
	378,007	UG - Concrete Repairs
	311,300	UG - Waterproofing Membrane
	21,346	XX - Consulting Fees - RFSU - With Site Visit
	88,943	XX - Contingency & HST
	<u>5,192,044</u>	

Total: 18,105,121

MTCC 1037

2010 Reserve Fund Study Update
(With a Site Visit)

CASH FLOW TABLES

Cash Flow No. 1 – Current Contribution Analysis with a Four Year Top-up Plan

January 21, 2010

MTCC 1037 - 2010 RFSUS

Year	Percent Funded	Unadjusted Ideal Balance	Inflation Adjusted Ideal Bal	Contrib Increase Rate	Starting Balance	Annual Contribution	Interest Income	Tax Liability	Inflation Adjusted Expenditures	Unadjusted Expenditures
2010	34%	3,579,021	3,579,021	10.00%	1,199,321	202,850	50,739	0	(586,110)	(586,110)
2011	26%	3,194,367	3,357,280	10.00%	866,800	223,135	67,336	0	(29,970)	(28,516)
2012	30%	3,366,922	3,719,106	10.00%	1,127,301	245,449	79,458	0	(130,895)	(118,500)
2013	33%	3,450,783	4,006,137	10.00%	1,321,313	269,993	79,783	0	(332,603)	(286,496)
2014	33%	3,368,904	4,110,545	5.10%	1,338,486	296,993	98,775	0	(95,781)	(78,500)
2015	37%	3,495,636	4,482,701	5.10%	1,638,472	312,139	39,897	0	(1,232,615)	(961,200)
2016	21%	2,736,919	3,688,741	5.10%	757,893	328,058	56,050	0	(132,486)	(98,300)
2017	25%	2,841,948	4,025,642	5.10%	1,009,516	344,789	36,506	0	(667,742)	(471,400)
2018	19%	2,575,261	3,833,919	5.10%	723,069	362,374	55,905	0	(116,867)	(78,500)
2019	24%	2,702,523	4,228,573	5.10%	1,024,481	380,855	54,264	0	(450,627)	(288,000)
2020	23%	2,621,756	4,311,411	5.10%	1,008,973	400,278	11,823	0	(1,042,597)	(634,000)
2021	10%	2,195,138	3,793,951	5.10%	378,476	420,692	6,048	0	(503,639)	(291,400)
2022	8%	2,113,182	3,838,571	5.10%	301,578	442,148	33,265	0	(54,131)	(29,800)
2023	17%	2,292,827	4,377,303	5.10%	722,859	464,697	50,009	0	(250,860)	(131,400)
2024	21%	2,372,146	4,759,699	5.10%	986,706	488,397	87,394	0	0	0
2025	29%	2,582,865	5,446,813	5.10%	1,562,497	513,305	15,337	0	(1,603,130)	(760,200)
2026	11%	2,035,723	4,511,928	5.10%	488,010	539,484	50,544	0	(45,868)	(20,695)
2027	20%	2,228,098	5,190,157	5.10%	1,032,169	566,997	92,585	0	(11,647)	(5,000)
2028	28%	2,436,169	5,964,256	5.10%	1,680,105	595,914	130,482	0	(140,282)	(57,300)
2029	34%	2,591,939	6,669,241	5.10%	2,266,219	626,306	183,135	0	0	0
2030	41%	2,805,010	7,585,580	5.10%	3,075,661	658,247	164,035	0	(1,094,429)	(404,700)
2031	38%	2,613,380	7,427,791	5.10%	2,803,514	691,818	205,424	0	(256,129)	(90,116)
2032	42%	2,736,335	8,173,895	5.10%	3,444,627	727,101	245,248	0	(353,980)	(118,500)
2033	46%	2,830,905	8,887,666	5.10%	4,062,997	764,183	262,461	0	(748,447)	(238,396)
2034	47%	2,805,579	9,257,372	5.10%	4,341,194	803,156	307,335	0	(414,103)	(125,500)
2035	50%	2,893,150	10,033,188	5.10%	5,037,582	844,117	257,777	0	(1,828,976)	(527,400)
2036	46%	2,588,876	9,435,869	5.10%	4,310,500	887,167	314,638	0	(322,563)	(88,500)
2037	50%	2,723,502	10,432,802	5.10%	5,189,743	932,413	394,338	0	(101,895)	(26,600)
2038	55%	2,920,028	11,756,094	5.10%	6,414,598	979,966	467,786	0	(316,043)	(78,500)
2039	58%	3,064,654	12,967,618	5.10%	7,546,307	1,029,944	568,896	0	(48,661)	(11,500)
2040	62%	3,277,947	14,577,511	5.10%	9,096,487	1,082,471	315,643	0	(5,192,044)	(1,167,500)
Total						17,425,438	4,782,919	0	(18,105,121)	(7,802,530)
Average					2,476,047	562,111	154,288	0	(584,036)	(251,695)
Maximum			14,577,511		9,096,487		568,896	0	(5,192,044)	(1,167,500)
Minimum			3,357,280		301,578		6,048	0	0	0

7.10% Investment Rate
0.00% Tax Rate
5.10% Inflation Rate

GENIVAR Inc.

MTCC 1037

2010 Reserve Fund Study Update
(With a Site Visit)

APPENDIX A

RESERVE FUND STUDY UPDATE SURVEY FORM

Project:	MTCC 1037	Date:	May 11, 2010	
Property Manager:	Richard Seale	Company:	Pennington	Levy
Survey Completed by:		Phone:	(404) 862-4494	Fax: ()

Fiscal Year End:	December 31
Reserve Fund Balance at Start of Current Fiscal Year:	ASHBORNE GENVAR \$ 11,943,321 ~~239,648~~
Reserve Fund Contribution at Start of Current Fiscal Year:	~~124,443~~ 202,810 (502 net 42)
Average Interest Rate on Reserve Fund Investments:	0.1 %
Anticipated Reserve Fund Balance at Start of Next Fiscal Year:	\$
Anticipated Reserve Fund Contribution at Start of Next Fiscal Year:	\$

Please submit a copy of the following information when you return this Survey Form:

- ☐ This year's operating budget.
- ☐ All audited financial statements since the latest Reserve Fund Study / Update (see attached).
- ☐ Any investigation reports carried out on Reserve Fund items since the latest Reserve Fund Study / Update.
- ☐ Any Contracts (Pricing Schedule only) or Purchase Orders for Reserve Fund Expenditures on Page 2 of this Survey Form.
- ☐ Any additional information that may be pertinent to this Update.

Project:	MTCC-1037	Date:	
Reserve Fund Expenditures since the Latest Reserve Fund Study / Update (see attached)			
Completion Year	Reserve Fund Item Description (refer to attached Reserve Fund Worksheet)	Major Repair/Replacement Cost (Include all taxes)	Contractor / Notes
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Anticipated Reserve Fund Expenditures for Next Fiscal Year (as approved by the Board of Directors)			
		\$	
		\$	
		\$	
		\$	
		\$	

GENIVAR

MTCC 1037

2010 Reserve Fund Study Update
(With a Site Visit)

FORM 15

Form 15

Condominium Act, 1998

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
 (under subsection 94 (9) of the *Condominium Act, 1998*)

TO: All owners in **Metropolitan Toronto Condominium Corporation No. 1037**

The Board has received and reviewed the **Reserve Fund Study Update (With a Site Visit)** dated **January 21, 2011** prepared by **GENIVAR Inc.** and has proposed a plan for the future funding of the Reserve Fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the Reserve Fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

This notice contains a summary of the Reserve Fund Study.

There are a total of 110 units in this Condominium. At (fiscal year 2010), the average contribution to the Reserve Fund is \$153.67 per unit per month.

Based on the proposed funding plan, the average increase in contribution for the next 3 years will be:

- a. \$15.37 per unit per month increase for 2011;
- b. \$16.90 per unit per month increase for 2012;
- c. \$18.59 per unit per month increase for 2013.

The proposed funding plan has been implemented as of January 1, 2011 (fiscal year 2011).

Dated this _____ day of _____, _____

Metropolitan Toronto Condominium Corporation No. 1037

 (signature)

 (print name)

 (signature)

 (print name)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the **Reserve Fund Study Update (With a Site Visit)** dated **January 21, 2011**, prepared by **GENIVAR Inc.** for **Metropolitan Toronto Condominium Corporation No. 1037** (known as the "Reserve Fund Study").

Subsection 94(1) of the Condominium Act, 1998 requires the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of the interest earned on the reserve fund. The recommended annual contribution for the fiscal year 2011 beginning **January 1, 2011** is **\$223,135** based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund	\$1,199,321
Minimum Reserve Fund Balance during the projected period	\$301,578
Assumed Annual Inflation Rate for Reserve Fund Expenditures	5.10%
Assumed Annual Interest Rate for interest earned on the Reserve Fund	7.10%

The Reserve Fund Study can be examined upon arrangement with the property management company.

CASH FLOW TABLE

Opening Balance of the Reserve Fund \$1,199,321
 Minimum Reserve Fund Balance (as indicated in this table) \$301,578
 Assumed Annual Inflation Rate for Reserve Fund Expenditures 5.10%
 Assumed Annual Interest Rate for Interest Earned on the Reserve Fund 7.10%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Earned Interest	Percentage Increase in Recommended Annual Contribution	Closing Balance
2010	\$1,199,321	\$202,850	(\$586,110)	\$50,739	10.00%	\$866,800
2011	\$866,800	\$223,135	(\$29,970)	\$67,336	10.00%	\$1,127,301
2012	\$1,127,301	\$245,449	(\$130,895)	\$79,458	10.00%	\$1,321,313
2013	\$1,321,313	\$269,993	(\$332,603)	\$79,783	10.00%	\$1,338,486
2014	\$1,338,486	\$296,993	(\$95,781)	\$98,775	5.10%	\$1,638,472
2015	\$1,638,472	\$312,139	(\$1,232,615)	\$39,897	5.10%	\$757,893
2016	\$757,893	\$328,058	(\$132,486)	\$56,050	5.10%	\$1,009,516
2017	\$1,009,516	\$344,789	(\$667,742)	\$36,506	5.10%	\$723,069
2018	\$723,069	\$362,374	(\$116,867)	\$55,905	5.10%	\$1,024,481
2019	\$1,024,481	\$380,855	(\$450,627)	\$54,264	5.10%	\$1,008,973
2020	\$1,008,973	\$400,279	(\$1,042,597)	\$11,823	5.10%	\$378,476
2021	\$378,476	\$420,692	(\$503,639)	\$6,048	5.10%	\$301,578
2022	\$301,578	\$442,148	(\$54,131)	\$33,265	6.10%	\$722,859
2023	\$722,859	\$464,697	(\$250,860)	\$50,009	5.10%	\$986,706
2024	\$986,706	\$488,397	\$0	\$67,394	5.10%	\$1,562,497
2025	\$1,562,497	\$513,305	(\$1,603,130)	\$15,337	5.10%	\$488,010
2026	\$488,010	\$539,484	(\$45,868)	\$50,644	5.10%	\$1,032,169
2027	\$1,032,169	\$566,997	(\$11,647)	\$92,585	5.10%	\$1,680,105
2028	\$1,680,105	\$595,914	(\$140,282)	\$130,482	5.10%	\$2,266,219
2029	\$2,266,219	\$626,306	\$0	\$183,135	5.10%	\$3,075,661
2030	\$3,075,661	\$658,247	(\$1,094,426)	\$164,035	5.10%	\$2,803,514
2031	\$2,803,514	\$691,818	(\$256,129)	\$205,424	5.10%	\$3,444,627
2032	\$3,444,627	\$727,101	(\$353,980)	\$245,248	5.10%	\$4,062,997
2033	\$4,062,997	\$764,183	(\$748,447)	\$262,461	5.10%	\$4,341,194
2034	\$4,341,194	\$803,156	(\$414,103)	\$307,335	5.10%	\$5,037,582
2035	\$5,037,582	\$844,117	(\$1,828,976)	\$257,777	5.10%	\$4,310,500
2036	\$4,310,500	\$887,167	(\$322,563)	\$314,638	5.10%	\$5,189,743
2037	\$5,189,743	\$932,413	(\$101,895)	\$394,338	5.10%	\$6,414,598
2038	\$6,414,598	\$979,968	(\$316,043)	\$467,786	5.10%	\$7,546,307
2039	\$7,546,307	\$1,029,944	(\$48,661)	\$568,896	5.10%	\$9,096,487

The Board of **Metropolitan Toronto Condominium Corporation No. 1037** has reviewed the **Reserve Fund Study Update (With a Site Visit)** dated **January 21, 2011** prepared by **GENIVAR Inc.** for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The Board has adopted the funding recommendations of the Reserve Fund Study and has implemented them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the fiscal year 2011 beginning January 1, 2011 is \$223,135.

Contribution Table

January 21, 2011

MTCC 1037

Year	Annual Contribution (A)	% Increase Over Previous Year	Other Contribution (e.g. special assessment, loan) (B)	Total Contribution Each Year to Reserve Fund (A + B)
2010	\$202,850	N/A	\$0	\$202,850
2011	\$223,135	10.00%	\$0	\$223,135
2012	\$245,449	10.00%	\$0	\$245,449
2013	\$269,993	10.00%	\$0	\$269,993
2014	\$296,993	10.00%	\$0	\$296,993
2015	\$312,139	5.10%	\$0	\$312,139
2016	\$328,058	5.10%	\$0	\$328,058
2017	\$344,789	5.10%	\$0	\$344,789
2018	\$362,374	5.10%	\$0	\$362,374
2019	\$380,855	5.10%	\$0	\$380,855
2020	\$400,278	5.10%	\$0	\$400,278
2021	\$420,692	5.10%	\$0	\$420,692
2022	\$442,148	5.10%	\$0	\$442,148
2023	\$464,697	5.10%	\$0	\$464,697
2024	\$488,397	5.10%	\$0	\$488,397
2025	\$513,305	5.10%	\$0	\$513,305
2026	\$539,484	5.10%	\$0	\$539,484
2027	\$566,997	5.10%	\$0	\$566,997
2028	\$595,914	5.10%	\$0	\$595,914
2029	\$626,306	5.10%	\$0	\$626,306
2030	\$658,247	5.10%	\$0	\$658,247
2031	\$691,818	5.10%	\$0	\$691,818
2032	\$727,101	5.10%	\$0	\$727,101
2033	\$764,183	5.10%	\$0	\$764,183
2034	\$803,156	5.10%	\$0	\$803,156
2035	\$844,117	5.10%	\$0	\$844,117
2036	\$887,167	5.10%	\$0	\$887,167
2037	\$932,413	5.10%	\$0	\$932,413
2038	\$979,966	5.10%	\$0	\$979,966
2039	\$1,029,944	5.10%	\$0	\$1,029,944

December 12, 2008

Sent by E-mail: drl@bellnet.ca and Mail

Project No.: TB-04026-02-TB

Ms. Marina Bulman - Property Manager
Metropolitan Toronto Condominium Corporation No. 1037
c/o Distinction Realty Limited
18 Wynford Drive, Suite 403
Toronto, Ontario
M3C 3S2

Dear Ms. Bulman:

**Re: 2008 Reserve Fund Study Update (Without a Site Visit) for
Metropolitan Toronto Condominium Corporation No. 1037**

We are pleased to submit one (1) final copy of the 2008 Reserve Fund Study Update Without a Site Visit, for the above noted condominium.

This Update was based on the following information:

- a) The Reserve Fund Study Update Survey Form completed by you in November 2007 (attached in Appendix A);
- b) Financial statements for fiscal year ending December 31, 2006;
- c) Operating Budget for January 1, 2007 to December 31, 2007;
- d) Correspondence and telephone discussions with Management.

The following changes/additions were made to the reserve fund study, as per the above provided information:

- 1. BE - Doors - Aluminum Doors
(Item cost increased from \$1,100 to \$1,250 per door to reflect current 2008 costs.)
- 2. BE - Granite Walls
(Item cost increased from \$300 to \$800 per square metre to reflect current 2008 costs.)
- 3. BE - Main Entry Doors
(Item cost increased from \$2,500 to \$2,800 per door to reflect current 2008 costs.)

GENIVAR Consultants Limited Partnership
600 Cochrane Drive, Suite 500, Markham, Ontario Canada L3R 5K3
Telephone : (905) 475-7270 ~ Fax : (905) 475-5994 ~ www.genivar.com



4. BE - Metal Siding
(Item cost increased from \$110 to \$120 per square metre to reflect current 2008 costs.)
5. BE - Roofing - Flashings
(Item cost increased from \$54 to \$60 per square metre to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form. Based on reported condition of this item, we have extended the Year Replace to 2011, as requested in telephone discussions with Management.)
6. BE - Roofing - Inverted
(Item cost increased from \$77 to \$150 per square metre to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form. Based on reported condition of this item, we have extended the Year Replace to 2011, as requested in telephone discussions with Management.)
7. BE - Roofing - Roof Anchors
(Lump sum cost increased from \$25,000 to \$30,000 to reflect current 2008 costs.)
8. BE - Sealants
(Lump sum cost increased from \$20,000 to \$22,500 to reflect current 2008 costs.)
9. BE - Windows - Curtain Wall Repairs
(Lump sum cost increased from \$200,000 to \$225,000 to reflect current 2008 costs.)
10. BE - Windows - Glazing - Phase 1 and Phase 2
(Item cost increased from \$255 to \$285 per square metre to reflect current 2008 costs.)
11. EL - Card Reader
(Lump sum cost increased from \$5,000 to \$5,500 to reflect current 2008 costs.)
12. EL - Electrical Distribution
(Allowance increased from \$300,000 to \$350,000 to reflect current 2008 costs.)
13. EL - Elevators - Repairs
(Item added to reflect 2010 anticipated repairs based on telephone discussions with Management.)



14. EL - Elevators - Upgrade
(Item cost increased from \$95,000 to \$120,000 to reflect current 2008 costs.)
15. EL - Fire Alarm Panels
(Lump sum cost increased from \$30,000 to \$40,000 to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form. Based on reported condition of this item, we have extended the Year Replace to 2011, as requested in telephone discussions with Management.)
16. EL - Lighting - Garage
(Lump sum cost increased from \$50,000 to \$55,000 to reflect current 2008 costs.)
17. EL - Lighting - Interior
(Allowance increased from \$25,000 to \$30,000 to reflect current 2008 costs.)
18. EL - Main Distribution Panels
(Item cost increased from \$20,000 to \$25,000 per panel to reflect current 2008 costs.)
19. EL - Ramp Heating/Topping
(Year Built adjusted to 2005 based on information provided in the RFS Update Survey Form.)
20. EL - Transformers
(Lump sum cost increased from \$50,000 to \$55,000 to reflect current 2008 costs.)
21. IN - Ceiling - Suspended Acoustical Tiles
(Item cost increased from \$38 to \$42 per square metre to reflect current 2008 costs.)
22. IN - Corridors - Floors - Carpet - 2nd & 3rd and 4th to 7th
(Year Built adjusted to 2005 based on information provided in the RFS Update Survey Form.)
23. IN - Corridors - Wall Paper - 2nd & 3rd
(Item cost increased from \$44 to \$50 per square metre to reflect current 2008 costs.)
24. IN - Corridors - Wall Paper - 4th to 7th
(Item cost increased from \$44 to \$50 per square metre to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form.)



25. IN - Doors - Glass
(Item cost increased from \$500 to \$800 per door to reflect current 2008 costs.)
26. IN - Doors - Hollow Metal
(Item cost increased from \$250 to \$400 per door to reflect current 2008 costs.)
27. IN - Doors - Unit Entrance
(Item cost increased from \$450 to \$500 per door to reflect current 2008 costs.)
28. IN - Elevators - Interior
(Item cost increased from \$7,500 to \$12,000 per elevator to reflect current 2008 costs.)
29. IN - Floor - Granite
(Item cost increased from \$420 to \$480 per square metre to reflect current 2008 costs.)
30. IN - Floor - Vinyl
(Item cost increased from \$420 to \$480 per square metre to reflect current 2008 costs.)
31. IN - Floors - Ceramic Tile
(Item cost increased from \$95 to \$110 per square metre to reflect current 2008 costs and Year Built adjusted to 2005 based on the RFS Update Survey Form.)
32. IN - Floors - Elev. Lobby Cer. Tile - 2nd & 3rd
(Item cost increased from \$95 to \$110 per square metre to reflect current 2008 costs.)
33. IN - Floors - Elev. Lobby Cer. Tile - 4th to 7th
(Item cost increased from \$95 to \$110 per square metre to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form. Based on reported replacement of this item, we have changed the Year Built to 2006, as requested in telephone discussions with Management.)
34. LS - Terrazzo
(Item cost increased from \$130 to \$150 per square metre to reflect current 2008 costs.)
35. LS - Asphalt Repairs
(Year Replace adjusted to 2008 based on information provided by Property Management.)

36. LS - Concrete Curbs
(Item cost increased from \$80 to \$110 per linear metre to reflect current 2008 costs.)
37. LS - Concrete Sidewalks
(Item cost increased from \$78 to \$110 per square metre to reflect current 2008 costs.)
38. LS - Slate Tiles
(Item cost increased from \$200 to \$225 per square metre to reflect current 2008 costs.)
39. ME - Chemical Treatment
(Year Replace adjusted to 2009 based on the RFS Update Survey Form.)
40. ME - Cooling Tower
(Lump sum cost increased from \$100,000 to \$110,000 to reflect current 2008 costs.)
41. ME - Cooling Tower - Overhaul
(Item cost increased from \$10,000 to \$11,000 per overhaul to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form.)
42. ME - Domestic Cold Water - Piping
(Lump sum cost increased from \$20,000 to \$22,500 to reflect current 2008 costs.)
43. ME - Domestic Hot Water - Piping
(Lump sum cost increased from \$20,000 to \$22,500 to reflect current 2008 costs.)
44. ME - Domestic Hot Water - Recirculation Piping
(Lump sum cost increased from \$10,000 to \$11,000 to reflect current 2008 costs.)
45. ME - Domestic Hot Water - Storage Tank
(Item cost increased from \$5,000 to \$5,500 per tank to reflect current 2008 costs.)
46. ME - Fire Protection System - Sprinkler Repair
(Lump sum cost increased from \$5,000 to \$5,500 to reflect current 2008 costs.)
47. ME - Fire Protection System - Pumps
(Lump sum cost increased from \$5,000 to \$5,500 to reflect current 2008 costs.)



48. ME - Fire Protection System - Standpipe Repairs
(Allowance increased from \$3,000 to \$3,500 to reflect current 2008 costs.)
49. ME - H&A/C - Pumps
(Item cost increased from \$7,500 to \$8,500 per pump to reflect current 2008 costs.)
50. ME - H&A/C - Distribution System
(Allowance increased from \$250,000 to \$280,000 to reflect current 2008 costs.)
51. ME - Heat Pumps - Phases 1 to 5
(Item cost increased from \$4,000 to \$4,500 per heat pump to reflect current 2008 costs.)
52. ME - Heating Boiler
(Year Built adjusted to 2006 based on information provided in the RFS Update Survey Form and by Property Management.)
53. ME - Heating Boiler - Overhaul
(Year Built adjusted to 2006 based on information provided in the RFS Update Survey Form and by Property Management.)
54. ME - Site Services
(Item cost increased from \$25,000 to \$28,000 to reflect current 2008 costs.)
55. ME - Ventilation - Garage Exhaust
(Item cost increased from \$3,000 to \$3,500 per garage exhaust to reflect current 2008 costs.)
56. ME - Ventilation - Garage Intake - Overhaul
(Item cost increased from \$8,000 to \$9,000 per overhaul to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form.)
57. ME - Ventilation - MUA Unit
(Item cost increased from \$110,000 to \$120,000 per MUA unit to reflect current 2008 costs.)
58. ME - Ventilation - MUA Unit - Overhaul
(Item cost increased from \$10,000 to \$11,500 per overhaul to reflect current 2008 costs and Year Replace adjusted to 2009 based on the RFS Update Survey Form.)

59. ME - Ventilation - Washroom Exhaust Fans
(Item cost increased from \$2,500 to \$3,000 per exhaust fan to reflect current 2008 costs.)
60. Parkade - Concrete Parapet Walls – Repairs
(Lump sum cost increased from \$10,000 to \$15,000 to reflect current 2008 costs and Year Replace adjusted to 2009 based on discussion with Property Management.)
61. Parkade - Railings
(Item cost increased from \$150 to \$185 per linear metre to reflect current 2008 costs.)
62. Parkade - Stairwell Roofs
(Item cost increased from \$100 to \$150 per square metre to reflect current 2008 costs.)
63. UG - Foundation Wall Repairs
(Based on reported condition of this item, we have extended the Year Replace to 2011, as requested in telephone discussions with Management.)
64. UG - Overhead Door
(Based on reported replacement of this item, we have changed the Year Built to 2008, as requested in telephone discussions with Management.)
65. UG - Waterproofing Membrane
(Item cost increased from \$90 to \$120 per square metre to reflect current 2008 costs.)
66. XX - Consulting Fees – Other
(Year Replace adjusted to 2009 based on the RFS Update Survey Form.)
67. XX - Consulting Fees - RFSU - With Site Visit
(Lump sum cost increased from \$3,500 to \$4,000 to reflect current 2008 costs and Year Replace adjusted to 2011. The Condominium Act 1998 of Ontario requires as a minimum, Reserve Fund Study Updates, with a site visit, completed every six (6) years.)
68. XX - Consulting Fees - RFSU - Without Site Visit
(Lump sum cost increased from \$800 to \$1,000 to reflect current 2008 costs and Year Replace adjusted to 2008. The Condominium Act 1998 of Ontario requires as a minimum, Reserve Fund Study Updates, without a site visit, completed every six (6) years.)



69. XX - Contingency
(Lump sum cost increased from \$28,000 to \$35,000 to reflect current 2008 costs.)

1. **Reserve Fund Worksheet**

This worksheet lists the components that comprise the Reserve Fund. There are a total of 89 items that make up the Reserve Fund.

2. **Annual Expenditures Schedule**

This revised schedule sets out the anticipated Reserve Fund expenditures for the next 30 years. The inflation rate for these expenses has been set at 5.30%. We have enclosed a graph that illustrates the level of anticipated expenses.

3. **Cash Flow Tables**

We have enclosed 1 cash flow table. Cash flow table no. 1 illustrates financing strategies that the condominium board can continue to use to ensure that proper funds are available for future building repairs and replacements.

As per the information provided to us, we have used \$826,992 as the Projected Starting Balance and \$167,645 as the projected annual contribution for **fiscal year 2008, beginning January 1, 2008.**

3.1 **Cash Flow No. 1 – Current Contribution Analysis**

In this cash flow, we have reviewed the funding plan using the annual contribution of \$167,645 for fiscal year 2008. We have assumed an interest and inflation rate of 7.30% and 5.30%, respectively. These rates are based on 40-year long-term averages. The contribution increase rate was set at 10.00% for 2008 to 2013 and 5.30% for the remaining years of the 30-year study to match inflation.

As a result of this analysis, the current level of annual contribution is *adequate* to meet the anticipated Reserve Fund expenditures over the next 30 years. The fund will fall into a deficit position in the year 2031.

In conclusion, Cash Flow No. 1 shows that if the current annual contribution were to be increased at a rate of 10.00% for 2008 to 2013 and 5.30% for the remaining years of the 30-year study to match a long-term average inflation rate, the Reserve Fund is sufficient to provide funds for the anticipated reserve fund expenditures over the next 30 years. We recommend the Board continue using the funding plan outlined in Cash Flow No. 1

**GENIVAR**

Page 9
MTCC No. 1037
2008 RFSU
December 12, 2008

so that the Reserve Fund does not fall into a deficit position at any time over the next 30 years.

We trust the enclosed information meets your requirements. If you have any questions, please feel free to contact us.

Sincerely,
GENIVAR Consultants Limited Partnership

Edgar Vargas, P.Eng.
Senior Engineer - Building Sciences

Encl.

Form 15

Condominium Act, 1998

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
(under subsection 94 (9) of the *Condominium Act, 1998*)TO: All owners in **Metropolitan Toronto Condominium Corporation No. 1037**

The Board has received and reviewed a **Reserve Fund Study Update (Without a Site Visit)** dated **December 12, 2008** prepared by **GENIVAR Consultants Limited Partnership** and has proposed a plan for the future funding of the Reserve Fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the Reserve Fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

This notice contains a summary of the Reserve Fund Study.

There are a total of 110 units in this Condominium. At the present time (fiscal year 2008), the average contribution to the Reserve Fund is \$127.00 per unit per month.

Based on the proposed funding plan, the average increase in contribution for the next 3 years will be:

- a. \$12.70 per unit per month increase for 2009;
- b. \$26.67 per unit per month increase for 2010;
- c. \$42.04 per unit per month increase for 2011.

The funding plan has been implemented as of January 1, 2008 (fiscal year 2008).

Dated this _____ day of _____, _____.

Metropolitan Toronto Condominium Corporation No. 1037

(signature)

(print name)

(signature)

(print name)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the *Reserve Fund Study Update (Without a Site Visit)* dated **December 12, 2008**, prepared by *GENIVAR Consultants Limited Partnership* for *Metropolitan Toronto Condominium Corporation No. 1037* (known as the "Reserve Fund Study").

Subsection 94(1) of the Condominium Act, 1998 requires the Corporation to conduct periodic studies to determine whether the amount of money in the Reserve Fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation. As a result, the Corporation has obtained the Reserve Fund Study.

The estimated expenditures from the Reserve Fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the Reserve Fund, exclusive of the interest earned on the Reserve Fund. The recommended annual contribution for the fiscal year 2008, beginning **January 1, 2008** is **\$167,645** based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund	\$ 826,992
Minimum Reserve Fund Balance during the projected period	\$ 340,837
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	5.30%
Assumed Annual Interest Rate for interest earned on the Reserve Fund	7.30%

The Reserve Fund Study can be examined upon arrangement with the Property Management Company.

CASH FLOW TABLE

Opening Balance of the Reserve Fund \$826,992
 Minimum Reserve Fund Balance (as indicated in this table) \$340,837
 Assumed Annual Inflation Rate for Reserve Fund Expenditures 5.30%
 Assumed Annual Interest Rate for Interest Earned on the Reserve Fund 7.30%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Earned Interest	Percentage Increase in Recommended Annual Contribution	Closing Balance
2008	\$826,992	\$167,645	(\$16,000)	\$65,321	10.00%	\$1,043,958
2009	\$1,043,958	\$184,410	(\$148,000)	\$72,063	10.00%	\$1,151,431
2010	\$1,151,431	\$202,850	(\$190,383)	\$77,561	10.00%	\$1,241,460
2011	\$1,241,460	\$223,135	(\$435,272)	\$66,996	10.00%	\$1,096,319
2012	\$1,096,319	\$245,449	(\$4,918)	\$88,631	10.00%	\$1,425,482
2013	\$1,425,482	\$269,994	(\$60,718)	\$109,483	10.00%	\$1,744,241
2014	\$1,744,241	\$296,993	(\$144,264)	\$127,639	5.30%	\$2,024,608
2015	\$2,024,608	\$312,734	(\$1,794,725)	\$28,196	5.30%	\$570,814
2016	\$570,814	\$329,309	(\$111,591)	\$45,543	5.30%	\$834,074
2017	\$834,074	\$346,762	(\$644,988)	\$26,460	5.30%	\$562,309
2018	\$562,309	\$365,141	(\$117,029)	\$45,833	5.30%	\$856,253
2019	\$856,253	\$384,493	(\$363,960)	\$49,971	5.30%	\$926,758
2020	\$926,758	\$404,871	(\$815,979)	\$22,865	5.30%	\$538,514
2021	\$538,514	\$426,329	(\$415,303)	\$24,555	5.30%	\$574,096
2022	\$574,096	\$448,925	(\$210,337)	\$42,940	5.30%	\$855,624
2023	\$855,624	\$472,718	(\$445,303)	\$47,208	5.30%	\$930,246
2024	\$930,246	\$497,772	(\$491,981)	\$50,162	5.30%	\$986,199
2025	\$986,199	\$524,154	(\$1,174,874)	\$5,358	5.30%	\$340,837
2026	\$340,837	\$551,934	(\$223,779)	\$28,691	5.30%	\$697,683
2027	\$697,683	\$581,187	(\$226,289)	\$55,625	5.30%	\$1,108,206
2028	\$1,108,206	\$611,989	(\$368,905)	\$76,307	5.30%	\$1,427,597
2029	\$1,427,597	\$644,425	(\$233,163)	\$110,715	5.30%	\$1,949,574
2030	\$1,949,574	\$678,579	(\$1,521,699)	\$56,003	5.30%	\$1,162,457
2031	\$1,162,457	\$714,544	(\$1,389,422)	\$9,512	5.30%	\$497,092
2032	\$497,092	\$752,415	(\$258,421)	\$44,886	5.30%	\$1,035,972
2033	\$1,035,972	\$792,293	(\$293,937)	\$83,087	5.30%	\$1,617,415
2034	\$1,617,415	\$834,284	(\$401,423)	\$119,219	5.30%	\$2,169,495
2035	\$2,169,495	\$878,502	(\$1,332,010)	\$93,202	5.30%	\$1,809,188
2036	\$1,809,188	\$925,062	(\$350,837)	\$140,224	5.30%	\$2,523,637
2037	\$2,523,637	\$974,090	(\$438,512)	\$187,768	5.30%	\$3,246,984

The Board of Metropolitan Toronto Condominium Corporation No. 1037 has reviewed the **Reserve Fund Study Update (Without a Site Visit)** dated **December 12, 2008** prepared by **GENIVAR Consultants Limited Partnership** for the Corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the Reserve Fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the Reserve Fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

The Board has adopted the funding recommendations of the Reserve Fund Study and has implemented them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the fiscal year 2008 beginning January 1, 2008 is \$167,645.

Contribution Table

December 12, 2008

MTCC 1037

Year	Annual Contribution (A)	% Increase Over Previous Year	Other Contribution (e.g. special assessment, loan) (B)	Total Contribution Each Year to Reserve Fund (A + B)
2008	\$167,645	10.00%	\$0	\$167,645
2009	\$184,410	10.00%	\$0	\$184,410
2010	\$202,850	10.00%	\$0	\$202,850
2011	\$223,135	10.00%	\$0	\$223,135
2012	\$245,449	10.00%	\$0	\$245,449
2013	\$269,994	10.00%	\$0	\$269,994
2014	\$296,993	10.00%	\$0	\$296,993
2015	\$312,734	5.30%	\$0	\$312,734
2016	\$329,309	5.30%	\$0	\$329,309
2017	\$346,762	5.30%	\$0	\$346,762
2018	\$365,141	5.30%	\$0	\$365,141
2019	\$384,493	5.30%	\$0	\$384,493
2020	\$404,871	5.30%	\$0	\$404,871
2021	\$426,329	5.30%	\$0	\$426,329
2022	\$448,925	5.30%	\$0	\$448,925
2023	\$472,718	5.30%	\$0	\$472,718
2024	\$497,772	5.30%	\$0	\$497,772
2025	\$524,154	5.30%	\$0	\$524,154
2026	\$551,934	5.30%	\$0	\$551,934
2027	\$581,187	5.30%	\$0	\$581,187
2028	\$611,989	5.30%	\$0	\$611,989
2029	\$644,425	5.30%	\$0	\$644,425
2030	\$678,579	5.30%	\$0	\$678,579
2031	\$714,544	5.30%	\$0	\$714,544
2032	\$752,415	5.30%	\$0	\$752,415
2033	\$792,293	5.30%	\$0	\$792,293
2034	\$834,284	5.30%	\$0	\$834,284
2035	\$878,502	5.30%	\$0	\$878,502
2036	\$925,062	5.30%	\$0	\$925,062
2037	\$974,090	5.30%	\$0	\$974,090

**GENIVAR**

2008 Reserve Fund Study Update for
Metropolitan Toronto Condominium Corporation No. 1037

Reserve Fund Worksheet

ABBREVIATIONS

BE	Building Exterior
EL	Electrical System
LS	Landscaping Items
ME	Mechanical System
XX	Unclassified

GLOSSARY

Item Description - The major building component that comprises this category (refer to the Reserve Fund Item Descriptions section for more details). Where a % is shown next to the item (For example: Exterior Walls – Precast Concrete Panel Repair 10%), this means that a percent of the total quantity for this component is included for Reserve Fund purposes. In the example noted above, this would mean that 10% of the area for precast concrete cladding has been included for major repair out of the Reserve Fund.

Group/Sub-group - Numbering system for internal referencing only.

Number of Items - Quantity estimate for the Reserve Fund item.

Item Type - Unit of measure for the quantity estimate of the Reserve Fund item.

Item Cost - The unit cost for major repair or replacement of the Reserve Fund item in today's dollars.

Total Item Cost - The total cost for major repair or replacement of the Reserve Fund item in today's dollars. (In general, Total Item Cost = Number of Items x Item Cost).

Year Built - The year the Reserve Fund item was placed in service.

Useful Life - Normal life expectancy, in years, for the Reserve Fund item.

Life Adjustment - The number of years added or subtracted from the life expectancy of the Reserve Fund item based on its current condition and/or as part of a phasing program.

Year Replace - The next time the Reserve Fund item is scheduled for major repair/replacement.

Life Left - The number of years left before the next major repair/replacement.

One Time? - Designates whether or not the major repair/replacement is a one-time expense.



GLOSSARY

Ideal Balance - A benchmark against which the Reserve Fund Starting Balance in the cash flow tables can be compared. The formula for the Ideal Balance for any given year in the Cash Flow Tables is as follows:

Ideal Balance = $\text{Sum} ((\text{Effective Age} / \text{Useful Life}) \times \text{Total Item Cost for each Reserve Fund Item})$.

Note: $\text{Effective Age} = \text{Useful life} - \text{Life Left}$

For calculating the "Unadjusted Ideal Balance", the Total Item Cost is NOT adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

For calculating the "Inflation Adjusted Ideal Balance", the Total Item Cost is adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

Percent Funded - This ratio tells you how the Reserve Fund Starting Balance compares to the Inflation Adjusted Ideal Balance. For example, if, in the year 2030, the Reserve Fund Starting Balance is \$500 and the Inflation Adjusted Ideal Balance is \$1,000, then the Reserve Fund is 50% funded in the year 2030.

Worksheet

December 12, 2008

Sorted Alphabetically
MTCC 1037 RFSU

Item Description	Sub-Group	Number Of Items	Item Type	Total Year		Year Life	On Time?					
				Item Cost	% Built							
BE - Doors - Aluminum Doors	75	0	5 Each	1,250,000	100	6,250	1990	30	0	2020	12	no
BE - Granite Walls	75	0	175 Square Metre	800,000	100	140,000	1990	40	0	2030	22	no
BE - Main Entry Doors	75	0	4 Each	2,800,000	100	11,200	1990	25	0	2015	7	no
BE - Metal Siding	75	0	350 Square Metre	120,000	100	42,000	1990	30	0	2020	12	no
BE - Roofing - Flashings	0	0	280 Square Meter	60,000	100	16,800	1990	20	1	2011	3	no
BE - Roofing - Inverted	0	0	1,880 Square Meter	150,000	100	282,000	1990	20	1	2011	3	no
BE - Roofing - Roof Anchors	0	0	1 Lump Sum	30,000,000	100	30,000	1990	35	0	2025	17	no
BE - Sealants	75	0	1 Lump Sum	22,500,000	100	22,500	1990	15	5	2010	2	no
BE - Windows - Curtain Wall Repairs	75	0	1 Lump Sum	225,000,000	100	225,000	1990	35	0	2025	17	no
BE - Windows - Glazing - Phase 1	75	0	4,900 Square Meter	285,000	5	69,825	1990	2	22	2014	6	no
BE - Windows - Glazing - Phase 2	75	0	4,900 Square Meter	285,000	5	69,825	1990	2	23	2015	7	no
EL - Card Reader	80	0	1 Lump Sum	5,500,000	100	5,500	2000	20	0	2020	12	no
EL - Electrical Distribution	80	0	1 Allowance	350,000,000	10	35,000	1990	5	25	2020	12	no
EL - Elevators - Repairs	80	0	1 Allowance	40,000,000	100	40,000	1990	25	-5	2010	2	YES
EL - Elevators - Upgrade	80	0	3 Each	120,000,000	100	360,000	1990	25	0	2015	7	no
EL - Enterphone System	80	0	1 Lump Sum	10,000,000	100	10,000	1990	20	5	2015	7	no
EL - Fire Alarm Panels	80	0	1 Lump Sum	40,000,000	100	40,000	1990	20	1	2011	3	no
EL - Lighting - Garage	80	0	1 Lump Sum	55,000,000	100	55,000	1990	30	0	2020	12	no
EL - Lighting - Interior	80	0	1 Allowance	30,000,000	100	30,000	1990	25	0	2015	7	no
EL - Main Distribution Panels	80	0	2 Each	25,000,000	100	50,000	1990	45	0	2035	27	no
EL - Ramp Heating/Topping	80	0	1 Lump Sum	30,000,000	100	30,000	2005	20	0	2025	17	no
EL - Site Lighting	80	0	1 Allowance	15,000,000	100	15,000	1990	30	0	2020	12	no
EL - Transformers	80	0	1 Lump Sum	55,000,000	100	55,000	1990	45	0	2035	27	no
IN - Ceiling - Suspended Acoustical Tiles	0	0	1,096 Square Meter	42,000	100	46,032	1990	25	0	2015	7	no
IN - Corridors - Floors - Carpet - 2nd & 3rd	0	0	280 Square Meter	50,000	100	14,000	2005	15	8	2028	20	no
IN - Corridors - Floors - Carpet - 4th to 7th	0	0	565 Square Meter	50,000	100	28,250	2005	15	2	2022	14	no
IN - Corridors - Wall Paper - 2nd & 3rd	0	0	850 Square Meter	50,000	100	42,500	1990	15	8	2013	5	no

Worksheet

December 12, 2008

Sorted Alphabetically
MTCC 1037 RFSU

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Total Year Useful Life	Year Life One
	Group	Of				Life Adj Replace Left Time?	
IN - Corridors - Wall Paper - 4th to 7th	0	0	1,700 Square Meter	50,000	100	15 4	2009 1 no
IN - Doors - Glass	0	0	4 Each	800,000	100	35 0	2025 17 no
IN - Doors - Hollow Metal	0	0	42 Each	400,000	100	35 0	2025 17 no
IN - Doors - Unit Entrance	0	0	110 Each	500,000	100	25 0	2015 7 no
IN - Elevators - Interior	0	0	3 Lump Sum	12,000,000	100	20 0	2010 2 no
IN - Floor - Granite	0	0	104 Square Meter	480,000	100	40 0	2030 22 no
IN - Floor - Vinyl	0	0	55 Square Meter	40,000	100	20 0	2010 2 no
IN - Floors - Ceramic Tile	0	0	326 Square Metre	110,000	100	40 0	2045 37 no
IN - Floors - Elev. Lobby Cer. Tile - 2nd & 3rd	0	0	40 Square Metre	110,000	100	30 -21	2013 5 no
IN - Floors - Elev. Lobby Cer. Tile - 4th to 7th	0	0	80 Square Meter	110,000	100	30 0	2036 28 no
LS - Terrazzo	100	0	40 Square Meter	150,000	100	40 0	2030 22 no
LS - Asphalt Repairs	100	0	1 Lump Sum	15,000,000	100	10 8	2008 0 YES
LS - Asphalt Roads and Parking	100	0	2,800 Square Metre	30,000	100	25 0	2015 7 no
LS - Concrete Curbs	100	0	275 Linear Meter	110,000	100	25 0	2015 7 no
LS - Concrete Sidewalks	100	0	105 Square Meter	110,000	100	25 0	2015 7 no
LS - Slate Tiles	100	0	16 Square Meter	225,000	100	40 0	2030 22 no
ME - Chemical Treatment	80	0	1 Lump Sum	5,000,000	100	15 4	2009 1 no
ME - Cooling Tower	80	0	1 Lump Sum	110,000,000	100	25 0	2015 7 no
ME - Cooling Tower - Overhaul	80	0	1 Each	11,000,000	100	12 7	2009 1 no
ME - Domestic Cold Water - Piping	80	0	1 Lump Sum	22,500,000	100	45 0	2035 27 no
ME - Domestic Hot Water - Piping	80	0	1 Lump Sum	22,500,000	100	35 0	2025 17 no
ME - Domestic Hot Water - Recirculation Piping	80	0	1 Lump Sum	11,000,000	100	20 0	2010 2 no
ME - Domestic Hot Water - Storage Tank	80	0	2 Each	5,500,000	100	20 0	2010 2 no
ME - Fire Protection System - Sprinkler Repair	80	0	1 Lump Sum	5,500,000	100	10 10	2010 2 no
ME - Fire Protection System - Pumps	80	0	1 Lump Sum	5,500,000	100	35 0	2025 17 no
ME - Fire Protection System - Standpipe Repairs	80	0	1 Allowance	3,500,000	100	10 10	2010 2 no

Worksheet

December 12, 2008

Sorted Alphabetically
MTCC 1037 RFSU

Item Description	Sub-Group	Number Of Items	Item Type	Item Cost	%	Total Item Cost	Year Built	Useful Life	Life Adj	Year Life	Replace Left	One Time?
ME - Garage Unit Heaters	80	0	6 Each	1,000,000	100	6,000	1990	20	10	2020	12	no
ME - H&A/C - Pumps	80	0	2 Each	8,500,000	100	17,000	1990	20	0	2010	2	no
ME - H&A/C - Distribution System	80	0	1 Allowance	280,000,000	20	56,000	1990	5	40	2035	27	no
ME - Heat Pumps - Phase 1	80	0	146 Each	4,500,000	20	131,400	1990	25	0	2015	7	no
ME - Heat Pumps - Phase 2	80	0	146 Each	4,500,000	20	131,400	1990	25	2	2017	9	no
ME - Heat Pumps - Phase 3	80	0	146 Each	4,500,000	20	131,400	1990	25	4	2019	11	no
ME - Heat Pumps - Phase 4	80	0	146 Each	4,500,000	20	131,400	1990	25	6	2021	13	no
ME - Heat Pumps - Phase 5	80	0	146 Each	4,500,000	20	131,400	1990	25	8	2023	15	no
ME - Heating Boiler	80	0	1 Each	15,000,000	100	15,000	2006	25	0	2031	23	no
ME - Heating Boiler - 2002	80	0	1 Each	15,000,000	100	15,000	2002	25	0	2027	19	no
ME - Heating Boiler - 2002 - Overhaul	80	0	1 Lump Sum	4,000,000	100	4,000	2002	10	0	2012	4	no
ME - Heating Boiler - Overhaul	80	0	1 Lump Sum	4,000,000	100	4,000	2006	10	0	2016	8	no
ME - Site Services	80	0	1 Each	28,000,000	100	28,000	1990	10	15	2015	7	no
ME - Ventilation - Garage Exhaust	80	0	1 Each	3,500,000	100	3,500	1990	30	0	2020	12	no
ME - Ventilation - Garage Intake	80	0	1 Lump Sum	30,000,000	100	30,000	1990	30	0	2020	12	no
ME - Ventilation - Garage Intake - Overhaul	80	0	1 Each	9,000,000	100	9,000	1990	15	4	2009	1	no
ME - Ventilation - General Exhaust Fans	80	0	2 Each	5,000,000	100	10,000	1990	30	0	2020	12	no
ME - Ventilation - MUA Unit	80	0	1 Each	120,000,000	100	120,000	1990	30	0	2020	12	no
ME - Ventilation - MUA Unit - Overhaul	80	0	1 Each	11,500,000	100	11,500	1990	15	4	2009	1	no
ME - Ventilation - Washroom Exhaust Fans	80	0	2 Each	3,000,000	100	6,000	1990	30	0	2020	12	no
Parkade - Concrete Parapet Walls - Repairs	85	0	1 Lump Sum	15,000,000	100	15,000	1990	20	-1	2009	1	YES
Parkade - Concrete Repairs - Phase 1	85	0	1 Lump Sum	150,000,000	100	150,000	1990	25	0	2015	7	no
Parkade - Concrete Repairs - Phase 2	85	0	1 Lump Sum	200,000,000	100	200,000	1990	25	2	2017	9	no
Parkade - Precast Wall Repairs	85	0	1 Allowance	25,000,000	100	25,000	1990	30	0	2020	12	no
Parkade - Railings	85	0	73 Linear Meter	185,000	100	13,505	1990	35	1	2026	18	no
Parkade - Stairwell Repairs	85	0	1 Allowance	20,000,000	100	20,000	1990	20	0	2010	2	no
Parkade - Stairwell Roofs	85	0	20 Square Meter	150,000	100	3,000	1990	20	0	2010	2	no

Worksheet

December 12, 2008

Sorted Alphabetically
MTCC 1037 RFSU

Item Description	Sub-Group	Number	Item Type	Item Cost	%	Total Item Cost	Year Built	Useful Life	Life Adj	Year Life	One Replace Left	Time?
UG - Concrete Repairs	85	0	1 Allowance	75,000,000	100	75,000	1990	25	0	2015	7	no
UG - Foundation Wall Repairs	85	0	1 Allowance	30,000,000	100	30,000	1990	20	1	2011	3	YES
UG - Overhead Door	85	0	1 Each	5,000,000	100	5,000	2008	20	0	2028	20	no
UG - Waterproofing Membrane	75	0	400 Square Meter	120,000	100	48,000	1990	25	0	2015	7	no
XX - Building Superstructure	0	0	1 Lump Sum	75,000,000	100	75,000	1990	40	0	2030	22	no
XX - Consulting Fees - Other	0	0	1 Lump Sum	5,000,000	100	5,000	2004	10	-5	2009	1	no
XX - Consulting Fees - RFSU - With Site Visit	0	0	1 Lump Sum	4,000,000	100	4,000	2004	6	1	2011	3	no
XX - Consulting Fees - RFSU - Without Site Visit	0	0	1 Lump Sum	1,000,000	100	1,000	2004	6	-2	2008	0	no
XX - Contingency	0	0	1 Lump Sum	35,000,000	100	35,000	2004	10	0	2014	6	no
Total	89 items											



GLOSSARY

Item Description - The major building component that comprises this category (refer to the Reserve Fund Item Descriptions section for more details). Where a % is shown next to the item (For example: Exterior Walls – Precast Concrete Panel Repair 10%), this means that a percent of the total quantity for this component is included for Reserve Fund purposes. In the example noted above, this would mean that 10% of the area for precast concrete cladding has been included for major repair out of the Reserve Fund.

Group/Sub-group - Numbering system for internal referencing only.

Number of Items - Quantity estimate for the Reserve Fund item.

Item Type - Unit of measure for the quantity estimate of the Reserve Fund item.

Item Cost - The unit cost for major repair or replacement of the Reserve Fund item in today's dollars.

Total Item Cost - The total cost for major repair or replacement of the Reserve Fund item in today's dollars. (In general, Total Item Cost = Number of Items x Item Cost).

Year Built - The year the Reserve Fund item was placed in service.

Useful Life - Normal life expectancy, in years, for the Reserve Fund item.

Life Adjustment - The number of years added or subtracted from the life expectancy of the Reserve Fund item based on its current condition and/or as part of a phasing program.

Year Replace - The next time the Reserve Fund item is scheduled for major repair/replacement.

Life Left - The number of years left before the next major repair/replacement.

One Time? - Designates whether or not the major repair/replacement is a one-time expense.



2008 Reserve Fund Study Update for
Metropolitan Toronto Condominium Corporation No. 1037

Annual Expenditures Schedule

GLOSSARY

Ideal Balance - A benchmark against which the Reserve Fund Starting Balance in the cash flow tables can be compared. The formula for the Ideal Balance for any given year in the Cash Flow Tables is as follows:

$$\text{Ideal Balance} = \text{Sum } ((\text{Effective Age} / \text{Useful Life}) \times \text{Total Item Cost for each Reserve Fund Item})$$

Note: $\text{Effective Age} = \text{Useful life} - \text{Life Left}$

For calculating the "Unadjusted Ideal Balance", the Total Item Cost is NOT adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

For calculating the "Inflation Adjusted Ideal Balance", the Total Item Cost is adjusted by the assumed Inflation Rate on Reserve Fund expenditures.

Percent Funded - This ratio tells you how the Reserve Fund Starting Balance compares to the Inflation Adjusted Ideal Balance. For example, if, in the year 2030, the Reserve Fund Starting Balance is \$500 and the Inflation Adjusted Ideal Balance is \$1,000, then the Reserve Fund is 50% funded in the year 2030.

Tab 4

.....

.

THIS IS **EXHIBIT "4"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.



March 14, 2013

A to be incorporated company
30 Hazelton Avenue
Toronto, ON
M5R 2E2

Attention: Mr. Mark Goldberg and Mrs. Norma Walton

Dear Sir/Madam:

RE: Acquisition financing in the amount of \$16,800,000 to be secured by a blanket 1st priority mortgage on a 383,793 sf multi-tenant industrial and office building located at 1 Royal Gate Blvd., 1 Regalcrest Court, and 20 Royal Gate Blvd., Vaughan, Ontario (the "Subject Property"). [Walton - Royal Gate; Loan #: 1106/13]

We are pleased to advise that we have approved a blanket 1st mortgage loan (the "Loan") to a to be formed company (the "Borrower"), which shall be secured by a blanket \$16,800,000 first mortgage charge on the Subject Property (the "Mortgage") on the terms described in this commitment letter (the "Commitment Letter"), which upon execution by the Borrower, Guarantors and Lender shall constitute an agreement which shall bind the Borrower and Guarantors with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

LOAN TERMS

1. **Lender** Trez Capital Limited Partnership or its nominee (the "Lender").
2. **Borrower** A to be incorporated company wholly owned by Norma Walton & Ronald Walton (the "Borrower").
3. **Guarantors** The joint and several unlimited guarantees of Ronald Walton and Norma Walton shall be provided for the full Loan Amount (as defined below) outstanding from time to time (the "Guarantors").
4. **Subject Property**

Civic Address: 1 Royal Gate Blvd., 1 Regalcrest Court, and 20 Royal Gate Blvd., Vaughan, ON.

Site & Property Description: A 383,793 sf multi-tenant industrial office building on 14.25 acres and an adjacent 1.43 acre surface parking lot.

The Borrower has indicated that they will be severing approximately 84,000 sf of which 70,000 sf will be a freestanding industrial building (the "To Be Severed Parcel") and the other 14,000 sf is a breezeway which will be demolished.

The remaining parcel will be approximately 299,793 sf (the "Remaining Parcel").

(collectively, the "Subject Property")
5. **Purpose & Use** The Loan funds shall be used to provide blanket 1st mortgage financing to assist the Borrower with purchasing the Subject Property, completing the severance of the Subject Property and paying for closing costs and shall at all times be used for this said purpose and for no other purpose, without the prior written consent of the

Raw

- Lender.
6. **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 April 30, 2013, 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.
 7. **Loan Amount** \$16,800,000
 8. **Term** 25 months commencing from the Interest Adjustment Date (as defined below).
 9. **Interest Adjustment Date** Shall be the 5th 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:
 - (a) 8.50% per annum (the "Minimum Rate"); and
 - (b) 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 5.50% on the outstanding balance of the principal sum owing from time to time for the first 24 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 (as hereinafter defined), whether or not such advance of the Loan is released to the Borrower or the Borrower's Solicitor (as hereinafter defined).
 11. **Amortization** Interest only.
 12. **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 5th day of each and every month following the Interest Adjustment Date.
 - Monthly Payments shall be paid from the Borrower's own resources.
 13. **Commitment Fee** \$336,000. 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 herein after defined) and the date of expiry of this Commitment Letter.

few 

- 14. Broker's Fee** \$80,000 to be deducted from the Initial Advance under the Loan and paid to REAP Capital c/o Bruce Cisterna. Although the fee is being advanced under the Loan, the Borrower shall be responsible for any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with this transaction and shall indemnify and hold the Lender and all related entities harmless in respect of same.
- 15. Deposit** A non-refundable deposit in the amount of \$20,000 has been received by the Lender (the "Deposit").
- The Deposit 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 Lender shall not pay any interest to the Borrower on Deposit monies held.
- 16. Prepayment** The Borrower, not being in default of the Loan, may at any time after a minimum of \$1,039,500 interest has been earned by the Lender and paid to the Lender and after the provision of 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.
- 17. Partial Discharges** Provided that the Borrower is not in default of the Loan, the Lender shall provide a partial discharge of the Security (as hereinafter defined) for the Loan only upon satisfaction of the following conditions:
- If the To Be Severed Parcel is sold for an amount greater than \$5,000,000 net of closing costs (closing costs shall not exceed 5% of the gross sales price of the To Be Severed Parcel) then the Borrower shall repay the VTB mortgage (attached as Schedule B) 100% of the principal and interest outstanding, and the remaining funds shall be used to pay down the Lender.
 - If the To Be Severed Parcel is sold for less than \$5,000,000 net of closing costs (closing costs shall not exceed 5% of the gross sales price of the To Be Severed Parcel) then the Borrower shall repay the VTB mortgage 50% of the principal and interest outstanding, and the remaining funds shall be used to pay down the Lender.
 - Loan to value for all loans outstanding on the Remaining Parcel of the Subject Property is to be no greater than 70% of the appraised value at the time of sale of the To Be Severed Parcel. The Borrower shall provide an appraisal update letter if the To Be Severed Parcel is sold more than 1 year after the effective date of the appraisal required under section 21. Conditions Precedent (as hereinafter defined), sub-section (d).
 - Debt service coverage for the Remaining Parcel of the Subject Property is to be no less than 1.20x of the outstanding Loan balance at the time of severance and sale.

RW 

18. Additional Fees

Administration Fee: There shall be an administration fee (the "Administration Fee") of \$400 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's 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 \$400 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 \$500 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 Subsequent Advance(s) (as hereinafter defined).

Processing Fee: There shall be a processing fee (the "Processing Fee") of \$400 for each Subsequent Advance (as hereinafter 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.

19. Sources & Uses

Source		Use	
Trez Blanket 1 st Mortgage	\$16,800,000	Purchase Price	\$23,000,000
VTB 2 nd Mortgage	\$3,000,000	Subsequent Advances	\$800,000
Borrower's Equity	\$4,820,000	Land Transfer Taxes	\$345,000
		Legals & Misc.	\$59,000
		Broker's Fee	\$80,000
		Trez Fee	\$336,000
Total	\$24,620,000	Total	\$24,620,000

Note: Additional cash equity may be required to pay for legal & closing costs.

20. Security

The Loan shall be secured by the following security (collectively, the "Security"), all of which must be in form and content satisfactory to the Lender and its Solicitor (as hereinafter defined):

- A \$16,800,000 real property mortgage creating a blanket charge in 1st priority over the Subject Property which shall be cross-defaulted with all other loans, present and future, between the Lender and the Borrower or Guarantors, either individually or collectively.
- A guarantee and postponement of claims from the Guarantors.
- A completion guarantee from the Guarantors, which 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, there exists a cost-overflow.
- An assignment of rents, leases, contracts, licenses and offers to purchase on the Subject Property, in 1st priority.
- A general security agreement over all the site-specific present and after-acquired personal property of the Borrower related to the Subject Property in 1st priority.

f) The Lender shall not register under the PPSA with respect to the Guarantors' Guarantees

RW

- f) A full Lender's policy of title insurance underwritten by a company satisfactory to the Lender in its sole, unfettered and absolute discretion.
- g) A hazardous substance indemnity from the Borrower and Guarantors on the Subject Property.
- h) A general 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 Vaughan and insurance policies with respect to the Subject Property with all necessary consents of the other parties thereto.
- i) 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.
- j) 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.
- k) If any part of the Subject Property is the object of a lease with the Provincial or Federal Crown as Tenant, the Borrower undertakes to deliver to the Lender, in form and content satisfactory to the Lender, an Absolute Assignment of Crown Debt (rents and other amounts due by the Crown under the lease) executed by the Borrower in favour of the Lender (the "Assignment"), and to deliver such Assignment to the Crown with an Acknowledgement from the Crown and any other documents as contemplated under the provisions of the applicable provincial or federal statutes and regulations.
- l) In the event that the Security comprises a leasehold interest or 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 (as hereinafter defined) may deem necessary, acting reasonably.

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

The conditions precedent to the disbursement of the Initial Advance (as hereinafter defined) shall include, but not be limited to the items set out in the remainder of this section, all of which must be satisfactory to the Lender in its sole, unfettered and absolute discretion, and all of which collectively comprise the Lender's due diligence. The Lender may require any additional information as it deems necessary in its sole, unfettered and absolute discretion for the Initial Advance (as hereinafter defined) and for any other advances (if applicable).

- a) Syndication of the Loan by the Lender.

ew 

b) Completion and registration of the Security, as required by the Lender. Title must be acceptable to the Lender and all Security documents must be registered, the Lender's Solicitor (as hereinafter defined) must provide a satisfactory report on registration of the Security, the Lender's Solicitor (as hereinafter defined) must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the Solicitor's (as hereinafter defined) opinion, could affect the security or priority of the Security, and all other terms and conditions of this Commitment Letter must be satisfied.

c) Inspection of the Subject Property by the Lender.

The Lender's receipt and satisfactory review of the following materials:

d) An appraisal report, no more than six (6) months old, valuing the Subject Property at no less than \$23,000,000 as-is, a valuation for the To Be Severed Parcel (70,000 sf) and a valuation for the Remaining Parcel, with a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee".

e) All required environmental reports for the Subject Property no more than twelve (12) months old and a transmittal letter from the author of the report(s) addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries.

f) A building condition assessment report for the Subject Property no more than twelve (12) months old, and a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries.

g) A purchase and sale contract in the amount of \$23,000,000 and the associated statement of adjustments for the Subject Property. On file.

h) A rent roll for the Subject Property which has been signed as true and dated by the Borrower. The rent roll for the Subject Property must confirm base rental revenues net of GST/HST of at \$1,636,633 least per annum.

i) All leases or offers to lease for the Subject Property. On file.

j) Estoppels, and/or tenant acknowledgements on the Trez Capital form, for all tenants in the Subject Property. Estoppels and/or tenant acknowledgements must be addressed to "Trez Capital Limited Partnership or its nominee". *

k) Historical operating statements for the Subject Property for the previous two years, the current year-to-date (if available) as well as the current year operating budget. On file.

l) 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 similar lots within the Subject Property along with net square footage for each such sub-unit. On file.

m) A current certified survey for the Subject Property. On file.

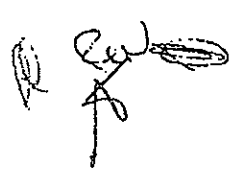
n) A registered subdivision plan for the Subject Property.

o) Commitment letter and/or loan agreement for any junior mortgages. All junior mortgage terms and conditions must be satisfactory to the Lender. On file.

PA
RW

* In the event the Vendor is not successful in obtaining an Estoppel or acknowledgement from any Tenant, the Vendor shall deliver a certificate of the Vendor in Lieu of such Tenant Estoppel and attesting to the same matters contained in the Estoppel attached as Schedule "D" to the Purchase Agreement dated 14th March 2013. The Vendor's Certificate shall survive closing for a period of six (6) months

RW

- 
- p) Amortization schedule from any junior mortgagees. On file.
 - q) A ~~priority~~ ^{subordination} and ~~standstill~~ ^{to fully} agreement between the Lender and any junior mortgagees, in form and substance satisfactory to the Lender in its sole and unfettered discretion.
 - r) A copy of the current shareholder registry for the Borrower and any corporate Guarantors, signed and dated by the respective company's authorized signatory.
 - s) Certified financial statements from the Guarantors. If an individual then a personal net worth statement, on the Trez Capital form, dated no more than four (4) months prior, are 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' full name, full-time occupation, Social Insurance Number, Birth date and current address. On file.
 - t) Satisfactory results, in the Lender's sole discretion, of due diligence investigations conducted pursuant to the *Proceeds of Crime Money Laundering and Terrorist Financing Act (Canada)* and Regulations (collectively the "Act") thereunder including but not limited to the following:
 - i. Two pieces of satisfactory identification for all Borrower/Guarantors/Signing Officer(s) (up to three Signing Officers, if borrowing under a corporate entity) prior to closing;
 - ii. Satisfactory verification of the source of down payment funds;
 - iii. Satisfactory verification of employment, income and assets;
 - iv. Signed and dated application and contact information of all Borrower/Guarantors;
 - v. Beneficial ownership information (if borrowing under a corporate entity);
 - vi. Third Party Declaration/Statement;
 - vii. Politically Exposed (Foreign and Domestic) Persons Declaration; and
 - viii. Any other documentation that may be requested by the Lender in order to fulfill their obligations under the Act.
 - u) Post-dated cheques to "Trez Capital Limited Partnership Mortgage Brokers Act Trust" for the Monthly Payments for the full Term, or preauthorized payment form with specimen cheque for automatic deduction of the Monthly Payments for the full Term.
 - v) 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.
 - w) Confirmation that all property taxes owing on the Subject Property 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, county or jurisdiction.
 - x) Insurance of the Subject Property which has been reviewed and approved by the Lender's Insurance Consultant (as hereinafter defined) which insurance shall include the coverage set out in Schedule A, or as otherwise required by the Lender in consultation with its Insurance Consultant (as hereinafter defined).



- y) A Bring Down Certificate, signed by the Borrower and Guarantors, confirming that all representations and warranties set out in the Commitment Letter are true at the time of closing.
- z) 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 (5) business days prior to the scheduled date of the advance or the Lender shall be under no obligation to make the advance.
- aa) Such other materials and completion of such other reasonable requirements as may be deemed necessary by the Lender.

The conditions precedent, all of which must be satisfactory to the Lender in its sole and unfettered discretion, to the disbursement of each Subsequent Advance (as hereinafter defined) shall include:

- bb) A detailed budget (the "Budget") of the costs required to complete the severance of 70,000 sf of the Subject Property.
- cc) Copies of all paid invoices, dated no earlier than 1 week prior to the requested advance date, confirming that the budget is sufficient to complete the work required for the severance of 70,000 sf of the Subject Property. The Borrower must also provide a detailed accounting of all work completed to date, details on any applicable holdbacks, the value of any change orders, the amount of the draw request, and the cost-to-complete the Subject Property.
- dd) Receipt of an architect's certificate and/or an engineer's certificate for the Subject Property.
- ee) Certification by the Lender's Solicitor that there have been no liens registered against the Subject Property.
- ff) Satisfactory workers compensation board clearances.
- gg) A satisfactory inspection of the Subject Property by the Lender.
- hh) Such other materials and completion of such other reasonable requirements as may be deemed necessary by the Lender.

The conditions precedent, all of which must be satisfactory to the Lender in its sole and unfettered discretion, to the disbursement of the final advance shall include all of the conditions precedent to the disbursement of a Subsequent Advance, plus:

- ii) The applicable lien period shall have expired.
- jj) A final report from the Lender's Solicitor certifying that no other charges including liens have been registered against title.
- kk) Receipt of an architect's certificate certifying that the work required to complete the severance is substantially complete and conforms in all respects to the plans and permits.
- ll) Such other reasonable requirements as may be deemed necessary by the Lender.

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.

few 

22. 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 Initial Advance (as herein after defined). 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 (as hereinafter defined) 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.

23. 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 Solicitor (as hereinafter defined) may require.

24. Further Documents

Notwithstanding anything contained in this Commitment Letter, the Lender may request other documents containing such other assurances, information and covenants as the Lender's Solicitor (as hereinafter defined) may require with regard to the Loan and Security.

25. Funding

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

The Loan shall be funded in a multiple advances as follows:

\$16,000,000	Upon completion of all legal work in form and content satisfactory to Lender and its Solicitor and registration of all Security, including, but not limited to, a valid blanket 1 st mortgage (the "Initial Advance").
\$800,000	On progress draws, on a cost-to-complete basis, as supported by valid paid invoices, in amounts not less than \$400,000 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 (collectively the "Subsequent Advance").

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.

lew 

REPRESENTATIONS & WARRANTIES

26. The Borrower warrants and represents that:

- a) **Description of Properties** **Subject Property:**
 Civic Address: 1 Royal Gate Blvd., 1 Regalcrest Court, and 20 Royal Gate Blvd., Vaughan, ON.
 Site and Property Description: A 383,793 sf multi-tenant industrial office building on 14.25 acres and an adjacent 1.43 acre surface parking lot.

- b) **Appraised Value** TBD.

- c) **Ownership** At the time of the Initial Advance of the Loan, the legal owner of the Subject Property will be a to be incorporated company wholly owned by Ronauld and Norma Walton and the beneficial owners of the Subject Property will be Ronauld Walton and Norma Walton.

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

Number of Shares	Class	Shareholder's Name
50	Common	Ronauld Walton
50	Common	Norma Walton

- 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 Limited Partnership or its nominee	\$16,800,000
2 nd Position (VTB)	Lasalle Canadian Income & Growth Fund II Limited Partnership	\$3,000,000
Total		\$19,800,000

- f) **Repayment** This Loan will be repaid from the proceeds of any refinancing or sale of the Subject Property and/or other assets of the Borrower as indicated under section # 17: Partial Discharges.
- g) **Financial** All financial information provided by the Borrower and Guarantors 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

(W) [Signature]

beyond the approved budget amount, pay said cost over-run from its own resources.

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 Guarantors 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;

- (i) 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;
- (ii) 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;
- (iii) 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
- (iv) 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

27. **Repayment of the Loan**

The Loan shall be repayable on demand by the Lender following the occurrence of an Event of Default (as herein after defined), and shall in any event be repaid in full at the end of the Term. 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.

28. **Management**

The Subject Property is to be managed at all times by a property manager satisfactory to the Lender, and on terms satisfactory to the Lender. A change in the property manager without the Lender's approval shall constitute an Event of Default (as hereinafter defined).

EW

- 29. 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.
- 30. 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.
- 31. 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's 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, the handling of Dangerous Substances or will such use result in any environmental damage. In addition to any liability imposed on the Borrower and Guarantors under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantors 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 Guarantors 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.
- 32. 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

RW

* The Lender specifically acknowledges the Vendor Takeback Charge described in Schedule "B" attached hereto, and consents to the same.

Page 13 of 25

Security used in connection with the Subject Property to any party other than the Lender, without the prior written consent of the Lender. *

33. 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.

34. 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.

35. 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 Guarantors 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.

36. 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 (as hereinafter defined) an amount equal to the estimated fees and expenses of the Lender's Solicitor (as hereinafter defined) prior to such Solicitor (as hereinafter defined) commencing preparation of the Security.

In the event of the occurrence of an Event of Default (as herein after defined), 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 in the amount of (and not to exceed) \$5,000 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.

37. 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 Guarantors consent to the publication of an advertisement or announcement of the transaction contemplated by this Commitment Letter. The Borrower and Guarantors agree to allow the Lender to

Rev

photograph or utilize existing photographs or artistic renderings (for unfinished projects) of the Subject Property for possible use in internal or external marketing programs. *RW*

create a sign
During the Term, the Lender may require a sign to be erected on the Subject Property at the cost of the Borrower 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. *Borrower*

38. Further Assurances

The Borrower and Guarantors 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. *RW*

39. Financial Information

Until the repayment of the Loan, the Borrower shall provide the Lender, within 180 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 Guarantors authorize the Lender to obtain such financial information as the Lender may require. Specifically, the Borrower and Guarantors 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.

40. Information Updates

Until the repayment of the Loan, the Borrowers 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.

41. 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.

42. 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.

RW

- 43. 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.
- 44. 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.
- 45. Other Agreements** This Commitment Letter, when accepted by the Borrower and Guarantors, 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.
- 46. Time of the Essence** Time shall be of the essence in all respects herein.
- 47. Privacy Act Consent** With regard to any personal information that is provided during this application process, the Borrower and Guarantors 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.
- 48. 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.
- 49. 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 Guarantors.

Rw 

- d) "Lender" shall mean Trez Capital Limited Partnership 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 Letter 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.

50. 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.

51. Counterparts, Facsimile & Electronic Transmission

This agreement may be executed in any number of counterparts and by facsimile, electronic transmission or .pdf copy, each of which when so executed is deemed to be an original and all of which together shall constitute one and the same agreement.

52. 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 McMurtry, located at 2 Queen Street East, Suite 1500, in the City of Toronto, Province of Ontario (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).

The Lender reserves the right to appoint such other Solicitor, Project Monitor, Insurance Consultant or Environmental Consultant from time to time without the consent of the Borrower.

ACCEPTANCE

This Commitment Letter shall not become effective until the Borrower, Guarantors and Lender have signed it and a copy is returned to the Lender's office by no later than 12:00 noon Eastern Time on **Monday, March 18, 2013**. The Borrower and Guarantors hereby acknowledge and agree to the terms and conditions of this Commitment Letter and authorize Trez Capital Limited Partnership to instruct its Solicitor to prepare the Security documentation. The Borrower and Guarantors further acknowledge that the Commitment Fee 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 Commitment Fee shall be forfeited and payable to Trez Capital Limited Partnership 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 Limited Partnership 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 Limited Partnership may file and maintain a caveat on the title to the Subject Property to protect that charge and the Borrower and Guarantors do hereby mortgage to Trez Capital Limited Partnership 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 Todd Holmes
(PLEASE PRINT)
Firm Dewey Smith Franks
(PLEASE PRINT)
Phone Number 416 446 5845
(PLEASE PRINT)

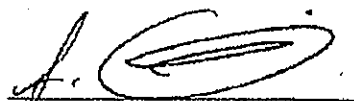
Please set out below the name and phone number (including area code) of the insurance agent representing you:

Insurance Agent Jennifer Kimbly
(PLEASE PRINT)
Firm Hub International
(PLEASE PRINT)
Phone Number 416 597 0555 x493
(PLEASE PRINT)

lw

Yours Truly,

TREZ CAPITAL LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
TREZ CAPITAL (2011) CORPORATION



Gaetano Coscia
Vice President
Lic. #:M11002259



Paul Bowers
SVP, Credit & Origination

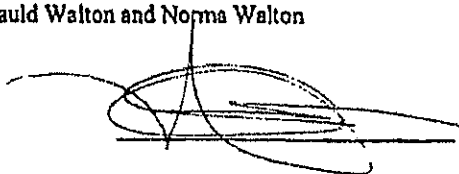
We hereby agree to the terms and conditions contained in this Commitment Letter and agree to be bound by the terms hereof.

Dated at the City of Toronto, in the Province of Ontario, this 21st day of March, 2013.

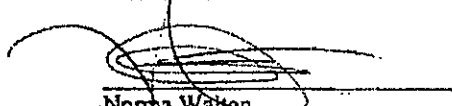
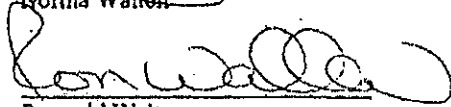
BORROWER

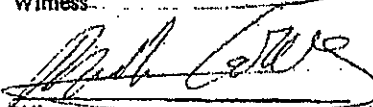
A company to be incorporated wholly owned by Ronald Walton and Norma Walton

Per: _____
Authorized Signature
I/We have the authority to bind the Corporation.



GUARANTORS


Norma Walton

Ronald Walton


Witness

Witness

SCHEDULE 'A' INSURANCE

The Borrower shall obtain and maintain during the Term 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 on the Subject Property 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 on the Subject Property 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.

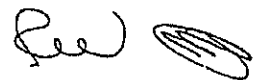
If the Lender's Security is by way of a leasehold mortgage, then notwithstanding the provisions of the immediately preceding paragraph, but provided that the Lender, its Insurance Consultant and its Solicitor are satisfied that the proceeds of insurance shall be applied to rebuilding and are otherwise 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.

Reu 

SCHEDULE "B"

Handwritten signature and a circular stamp.

page 22 of 25

VENDOR TAKEBACK CHARGE PROVISIONS

The Vendor Takeback Charge, which represents a portion of the Purchase Price in the Purchase Agreement, shall contain the following terms and provisions:

1. The principal amount of the Vendor Takeback Charge shall be the sum of Three Million Dollars (\$3,000,000.00) (the "Principal Amount").
2. The Vendor Takeback Charge shall bear interest at the rate of three (3%) percent per annum, calculated monthly (the "Interest Rate") and shall be repaid by the Chargor to the Chargee as follows:
 - (a) One (1) balloon payment of the Principal Amount, together with accrued interest at the Interest Rate, payable on June 1, 2015, if the lands and the buildings municipally described as 1 Royal Gate Blvd., 1 Regalcrest Court and 20 Royal Gate Blvd., Vaughan and legally described on the electronic form of charge to which this is attached (collectively, the "Property") have not been severed and sold;
 - (b) Fifty (50%) percent of the Principal Amount, together with accrued interest at the Interest Rate on such amount, if the Property is severed and 1 Regalcrest Court is sold for less than Five Million Dollars (\$5,000,000.00) net of closing costs, with the remainder of the Principal Amount owing to be paid as a balloon payment on June 1, 2015; provided that the loan-to-value ratio (the "LTV") on the remaining portion of the Property is no greater than seventy-five (75%) percent of the first mortgage advance at the time of severance. The Chargee will provide a partial discharge of the severed parcel upon payment as aforesaid; and
 - (c) One Hundred (100%) percent of the Principal Amount, together with accrued interest at the Interest Rate, will be paid to the Vendor if the Property is severed and 1 Regalcrest Court is sold for more than Five Million Dollars (\$5,000,000.00) net of closing costs.
3. Subject to the terms and conditions set out herein, the Vendor Takeback Charge shall be fully open for the prepayment by the Chargor, of the whole or any part of the Principal Amount at any time or times, without notice, bonus or penalty..
4. The Vendor Takeback Charge shall be non-transferrable and shall provide that, subject to Section 2 and subject as hereinafter in this paragraph provided, in the event the Chargor sells, transfers or otherwise disposes of the Property or any portion thereof or any interest therein, at the option of the Chargee, the Principal Amount shall immediately become due and payable. In the event of a partial sale of the Property, the Chargor will repay to the Chargee a minimum payment on account of the Principal Amount equal to 3M/19M multiplied by the net sale proceeds in connection with the partial sale of the Property.

RW 

Page 23 of 25

5. The Vendor Takeback Charge shall be a second charge of the Property. A prior institutional first charge shall be permitted provided, that the first charge does not exceed the amount of Seventeen Million Dollars (\$17,000,000.00) and on the basis that the second charge will receive substantially the same security that is provided to the first charge, but subsequent in priority thereto, but subject always to the first charge not prohibiting the same.
6. The first charge shall permit subsequent advances which, when combined with the outstanding balance of the Vendor Takeback Charge, shall not exceed Seventeen Million Dollars (\$17,000,000.00). The prior first charge shall provide that such subsequent advances shall be used to fund tenant improvement allowances, leasehold improvements made to accommodate leasing activities by the Purchaser and other like amounts which increase the value of the Property. If the first chargee wishes to make subsequent advances under the first charge for the foregoing purposes the Vendor, as second chargee under the Vendor Takeback Charge, will agree to postpone to the first chargee to respect of such subsequent advances.
7. The Vendor shall have the right to assign the Vendor Takeback Charge provided the assignee first acknowledges and agrees with the Chargor and the first chargee to abide by the terms of the Vendor Takeback Charge.
8. The Vendor Takeback Charge shall include the provisions of Standard Charge Terms No. 200033, the terms of which shall be included and incorporated by reference into the Vendor Takeback Charge; provided that the terms of this Schedule shall be paramount in the event of an inconsistency.
9. Ronald Walton and Norma Walton (collectively the "Guarantors") shall personally guarantee the Vendor Takeback Charge.
10. If the first charge is renewed or replaced at the then current rate of interest, the Vendor shall execute all documents that are necessary or desirable for that purpose, at the sole cost and expense of the Chargor. Any funds received in excess of an amount equal to the principal balance then owing under the first charge shall be applied in reduction of the Vendor Takeback Charge.

Together with the Vendor Takeback Charge, the Chargor covenants to cause the Guarantors to deliver the Guarantee on Closing whereby each Guarantor absolutely and unconditionally guarantees to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Vendor Takeback Charge and observance and performance of the covenants, agreements, terms and conditions contained therein by the Chargor, and the Guarantors, for themselves and their successors, assigns, heirs and executors, covenant with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantors will pay all such moneys to the Chargee without any demand being required to be made and the Guarantors can be considered primarily liable. The Chargee will provide a form of guarantee which will contain these provisions and the standard provisions of a guarantee. Such form shall be prepared to the sole, absolute and unfettered satisfaction of the Chargee.

Loan No: 1106/13

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: 1 Royal Gate Boulevard & 1 Regalcrest Court (building) & 20 Royal Gate Boulevard (parking lot), Vaughan, Ontario.

Details of Mortgage:

The principal amount of the blanket first Mortgage to be repaid by the Borrower will be \$16,800,000 to be advanced in multiple installments with the first advance in the amount of \$16,800,000 to be advanced on a date to be determined with payments commencing on the 1st day of the following month.

The principal amount of the Mortgage will bear interest at 8.50% per year for the initial 24 months and 25% per year thereafter, and will be repayable upon loan maturity *OR* any time after interest in the amount of \$1,039,500 has been earned by the Lender. Where the annual interest rate may change, the method of determining the annual interest rate is: the greater of HSBC prime rate + 5.5% and 8.50% for the initial 24 months of the Loan.

Interest will begin to accrue on the Closing Date which is to be determined.

The mortgage will be interest only.

The total amount of all payments over the initial 24 month term of the mortgage will be \$2,856,000. Each payment made on the mortgage must be applied first to the accumulated cost of borrowing and then to the outstanding principal.

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	\$336,000	Insurance Review	TBD
Broker Fee	\$80,000	Legal Fees/ Disbursements (est.)	TBD
		Appraisal or Inspection (if any)	TBD
Total Costs (Incl. APR):		Total Costs (Excl. from APR)	TBD

Total Cost of Borrowing: APR: 10.35% (This includes the final month of interest at 25%)

Total Costs (incl. in APR) of \$416,000 + interest to be paid during the term of the mortgage of \$3,206,000 = \$3,622,000.

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:

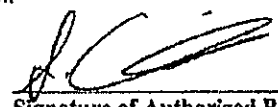
The broker / Agent has the following relationship which may be perceived as a conflict of interest:

- 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, Suite 1404, 401 Bay St., Toronto, Ontario, M5H 2Y4
Licensing: 10472

Name of Authorized Person signing on behalf of the Brokerage: Paul Bowers
Title of this Authorized Person: Senior Vice President, Credit & Origination
Licensing: 10472

Date: March 14, 2013


 Signature of Authorized Person

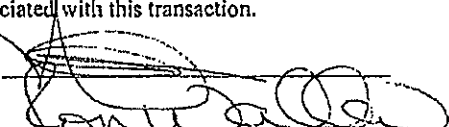
Material Risks associated with Mortgage Borrowing:

The Borrower(s) 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.

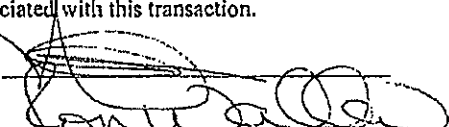
ACKNOWLEDGEMENT

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: 21 March 2013

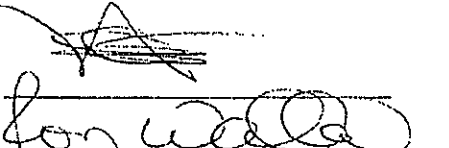
Borrower: 

Date: 21 March 2013

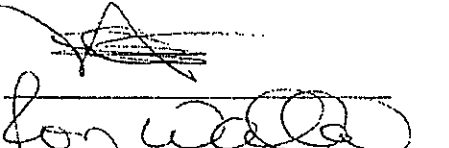
Borrower: 

I / we waive the 48 hour requirement for this disclosure:

Date: 21 March 2013

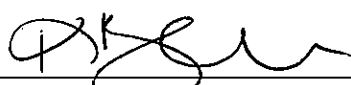
Borrower: 

Date: 21 March 2013

Borrower: 

Tab 5

THIS IS **EXHIBIT "5"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.
Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.



July 24, 2013

Global Mills Inc.
30 Hazelton Ave.
Toronto, ON M5R 2H2

Attention: Ms. Norma Walton

Dear Madam:

RE: Acquisition financing in the amount of \$21,000,000 to be secured by a 1st priority mortgage on a 165,000 sf office building located at 1450 Don Mills Road, Toronto, Ontario (the "Subject Property"). [Walton - 1450 Don Mills Road; Loan #:1164/13 TO]

We are pleased to advise that we have approved a \$21,000,000 mortgage loan (the "Loan") to Global Mills Inc. (the "Borrower"), which shall be secured by a \$21,000,000 first mortgage charge on the Subject Property (the "Mortgage") on the terms described in this commitment letter (the "Commitment Letter"), which upon execution by the Borrower, Guarantors and Lender shall constitute an agreement which shall bind the Borrower and Guarantors with respect to the Loan. The Loan has been approved subject to the following terms and conditions.

LOAN TERMS

1. **Lender** Trez Capital Limited Partnership or its nominee (the "Lender").
2. **Borrower** Global Mills Inc. (the "Borrower").
3. **Guarantors** The joint and several unlimited guarantees of Norma Walton and Ronald Walton shall be provided for the full Loan Amount (as defined below) outstanding from time to time (collectively, the "Guarantors").
4. **Subject Property** **Civic Address:** 1450 Don Mills Road, Toronto, Ontario
Site & Property Description: A 3-storey office building comprising of 165,000 sf located on a 4.88 acre site.
(the "Subject Property")
5. **Purpose & Use** The Loan funds shall be used to provide first mortgage financing to assist the Borrower with refinancing the Subject Property, repatriate equity, and shall at all times be used for this said purpose and for no other purpose, without the prior written consent of the Lender.
6. **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 Advance (as hereinafter defined) has not occurred on or before July 31, 2013, 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.
7. **Loan Amount** \$21,000,000
8. **Term** 10 months commencing from the Interest Adjustment Date (as defined

below).

9. Interest Adjustment Date

Shall be the 5th 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:

- (a) 9.00% per annum (the "Minimum Rate"); and
- (b) 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 6.00% on the outstanding balance of the principal sum owing from time to time for the first 9 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-six (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 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 (as hereinafter defined), whether or not such advance of the Loan is released to the Borrower or the Borrower's Solicitor (as hereinafter defined).

11. Amortization

Interest only.

12. 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 5th day of each and every month following the Interest Adjustment Date.

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

13. Commitment Fee

\$210,000. 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 the Advance (as herein after defined) and the date of expiry of this Commitment Letter.

14. Broker's Fee

The Borrower shall pay any brokerage or finder's fees, commissions or other compensation payable to any person not affiliated with or contracted by the Lender in connection with this transaction and shall indemnify and hold the Lender and all related entities harmless in respect of same.

15. Deposit

A non-refundable deposit in the amount of \$20,000 has been received by the

Rw 

Lender (the "Deposit").

The Deposit 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 Lender shall not pay any interest to the Borrower on Deposit monies held.

16. Prepayment

The Borrower, not being in default of the Loan, may at any time after a minimum of \$945,000 interest has been earned by the Lender and paid to the Lender and after the provision of 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.

17. Partial Discharges

There shall be no partial discharges permitted.

The Subject Property may be subdivided or condominiumized only with the prior written consent of the Lender, which consent may be withheld by the Lender in its sole, unfettered and absolute discretion.

18. Additional Fees

Administration Fee: There shall be an administration fee (the "Administration Fee") of \$400 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.

Inspection Fee: After the initial site visit, there shall be an inspection fee (the "Inspection Fee") of \$500 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 (as hereinafter defined).

19. Sources & Uses

Source		Use	
Trez Capital 1 st Mortgage	\$21,000,000	Repay Trez Capital Mortgage	\$18,000,000
		Trez Commitment Fee	\$210,000
		Equity Take- out	\$2,790,000
Total	\$21,000,000	Total	\$21,000,000

Note: Additional cash equity may be required to pay for legal & closing costs.

20. Security

The Loan shall be secured by the following security (collectively, the "Security"), all of which must be in form and content satisfactory to the Lender and its Solicitor (as hereinafter defined):

- A \$21,000,000 real property mortgage creating a charge in first (1st)

Rw 

priority over the Subject Property, which shall be cross-defaulted with all other loans, present and future, between the Lender and the Borrower or Guarantors, either individually or collectively.

- h) A guarantee and postponement of claims from the Guarantors.
- c) An assignment of rents, leases, contracts, licenses and offers to purchase on the Subject Property, in 1st priority.
- d) A general security agreement over all the site-specific present and after-acquired personal property of the Borrower related to the Subject Property in 1st priority.
- e) A full Lender's policy of title insurance underwritten by a company satisfactory to the Lender in its sole, unfettered and absolute discretion.
- f) A hazardous substance indemnity from the Borrower and Guarantors on the Subject Property.
- g) A general 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, and insurance policies with respect to the Subject Property, with all necessary consents of the other parties thereto.
- h) 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.
- i) 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.
- j) If any part of the Subject Property is the object of a lease with the Provincial or Federal Crown as Tenant, the Borrower undertakes to deliver to the Lender, in form and content satisfactory to the Lender, an Absolute Assignment of Crown Debt (rents and other amounts due by the Crown under the lease) executed by the Borrower in favour of the Lender (the "Assignment"), and to deliver such Assignment to the Crown with an Acknowledgement from the Crown and any other documents as contemplated under the provisions of the applicable provincial or federal statutes and regulations.
- k) In the event that the Security comprises a leasehold interest or a condominium, then if required by the Lender, an insurance trust agreement to adequately protect the Lender's Security in the proceeds of

RW 

insurance may be required.

- l) Such other security as the Lender or Lender's Solicitor (as hereinafter defined) may deem necessary, acting reasonably.

21. Conditions Precedent to the Disbursement of Funds

The conditions precedent to the disbursement of the Advance (as hereinafter defined) shall include, but not be limited to the items set out in the remainder of this section, all of which must be satisfactory to the Lender in its sole, unfettered and absolute discretion, and all of which collectively comprise the Lender's due diligence. The Lender may require any additional information as it deems necessary in its sole, unfettered and absolute discretion for the Advance and for any other advances (if applicable).

- a) Completion and registration of the Security, as required by the Lender. Title must be acceptable to the Lender and all Security documents must be registered, the Lender's Solicitor (as hereinafter defined) must provide a satisfactory report on registration of the Security, the Lender's Solicitor (as hereinafter defined) must confirm that no adverse filings concerning the Borrower have been registered in any department or agency of government which, in the Solicitor's (as hereinafter defined) opinion, could affect the security or priority of the Security, and all other terms and conditions of this Commitment Letter must be satisfied.

- b) Inspection of the Subject Property by the Lender.

The Lender's receipt and satisfactory review of the following materials:

- c) An appraisal report, no more than **twelve (12)** months old, valuing the Subject Property at no less than \$28,000,000 as-vacant, and an updated letter of value no less than six (6) months old with a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee". On file.
- d) The Loan proceeds shall be limited to either the lesser of 75% of the appraised value as-vacant, or the Trez underwritten value, whichever is less, but in any event shall not exceed \$21,000,000.
- e) All required environmental reports for the Subject Property, no more than **twelve (12)** months old and a transmittal letter from the author of the report addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries. On file.
- f) A building condition assessment report(s) for the Subject Property, no more than **twelve (12)** months old, and a transmittal letter from the author of the report(s) addressed to "Trez Capital Limited Partnership or its nominee" and disclosing the amount of liability insurance that the author carries. On file.
- g) A rent roll for the Subject Property, which has been signed as true and dated by the Borrower. The rent roll for the Subject Property must confirm base rental revenues net of GST/HST of at least \$2,211,250 per annum. On file.
- h) Copy of the final Postmedia Network Inc. lease for the Subject Property.

Rw

On file.

- i) Estoppels, and/or tenant acknowledgement on the Trez Capital form, for all tenants in the Subject Property. Estoppels and/or tenant acknowledgements must be addressed to "Trez Capital Limited Partnership or its nominee". On file.
- j) Historical operating statements for the Subject Property for the previous two years, the current year-to-date (if available) as well as the current year operating budget. On file.
- k) Detailed space plan drawings of the Subject Property. On file.
- l) A current certified survey for the Subject Property. On file
- m) A copy of the current shareholder registry for the Borrower and any corporate Guarantors, signed and dated by the respective company's authorized signatory.
- n) Certified financial statements from the Borrower and Guarantors. If an individual then a personal net worth statement, on the Trez Capital form, dated no more than four (4) months prior, are 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' full name, full-time occupation, Social Insurance Number, Birth date and current address.
- o) Satisfactory results, in the Lender's sole discretion, of due diligence investigations conducted pursuant to the *Proceeds of Crime Money Laundering and Terrorist Financing Act (Canada)* and Regulations (collectively the "Act") thereunder including but not limited to the following:
 - i. Two pieces of satisfactory identification for all *Borrower/Guarantor/Signing Officer(s)* (up to three Signing Officers, if borrowing under a corporate entity) prior to closing;
 - ii. Satisfactory verification of the source of down payment funds;
 - iii. Satisfactory verification of employment, income and assets;
 - iv. Signed and dated application and contact information of all *Borrower/Guarantors*;
 - v. Beneficial ownership information (if borrowing under a corporate entity);
 - vi. Third Party Declaration/Statement;
 - vii. Politically Exposed (Foreign and Domestic) Persons Declaration; and
 - viii. Any other documentation that may be requested by the Lender in order to fulfill their obligations under the Act.
- p) Post-dated cheques to "Trez Capital Limited Partnership Mortgage Brokers Act Trust" for the Monthly Payments for the full Term, or preauthorized payment form with specimen cheque for automatic deduction of the Monthly Payments for the full Term.
- q) 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. On file.

- r) Confirmation that all property taxes owing on the Subject Property 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, county or jurisdiction.
- s) Insurance of the Subject Property which has been reviewed and approved by the Lender's Insurance Consultant (as hereinafter defined) which insurance shall include the coverage set out in Schedule A, or as otherwise required by the Lender in consultation with its Insurance Consultant (as hereinafter defined).
- t) A Bring Down Certificate, signed by the Borrower and Guarantors, confirming that all representations and warranties set out in the Commitment Letter are true at the time of closing.
- u) 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 (5) business days prior to the scheduled date of the advance or the Lender shall be under no obligation to make the advance.
- v) Such other materials and completion of such other reasonable requirements as may be deemed necessary by the Lender.

22. 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 (as herein after defined). 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 (as hereinafter defined) 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.

23. 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's 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 Solicitor (as hereinafter defined) may require.

24. Further Documents

Notwithstanding anything contained in this Commitment Letter, the Lender

Rw 

may request other documents containing such other assurances, information and covenants as the Lender's Solicitor (as hereinafter defined) may require with regard to the Loan and Security.

25. Funding

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

The Loan shall be funded in a single advance once all of the Lender's conditions have been satisfied and the Security is in place (the "Advance").

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.

The funding shall occur on or before July 31, 2013, failing which the Borrower will be entitled to the return of the deposit, less any out of pocket expenses incurred by the Lender, including but not limited to the Lender's counsel fees to date, and subject to the Advance not having taken place, due to no fault of the Lender.

REPRESENTATIONS & WARRANTIES

26. The Borrower warrants and represents that:

- a) **Description of Properties** **Subject Property:**
Civic Address: 1450 Don Mills Road, Toronto, Canada
Site and Property Description: A 3-storey office building comprising of 165,000 sf located on a 4.88 acre site.
- b) **Appraised Value** \$28,100,000. The Subject Property was appraised by Vincente Gamboa, B.A., AACI, P.App of Colliers International Realty Advisors Inc. with an effective date of August 17, 2012.
- c) **Ownership** At the time of the Advance of the Loan, the legal owner of the Subject Property will be Global Mills Inc. and the beneficial owner of the Subject Property will be Global Mills Inc.
- d) **Share Capital** The Borrower declares and represents that its authorized share capital is as follows:

Number of Shares	Class	Shareholder's Name
50	Common Shares	Norma Walton
50	Common Shares	Ronald Walton



- 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 Limited Partnership or its nominee	\$21,000,000
Total		\$21,000,000

- f) **Repayment** This Loan will be repaid from the proceeds of any refinancing or sale of the Subject Property and/or other assets of the Borrower.
- g) **Financial** All financial information provided by the Borrower and Guarantors 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.
- 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 Guarantors 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:
- (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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

Rw 

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

- 27. Repayment of the Loan** The Loan shall be repayable on demand by the Lender following the occurrence of an Event of Default (as herein after defined), and shall in any event be repaid in full at the end of the Term. 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.
- 28. Management** The Subject Property is to be managed at all times by a property manager satisfactory to the Lender, and on terms satisfactory to the Lender. A change in the property manager without the Lender's approval shall constitute an Event of Default (as hereinafter defined).
- 29. 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.
- 30. 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.
- 31. 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, the handling of Dangerous Substances or will such use result in any environmental damage. In addition to any liability imposed on the Borrower and Guarantors under any instrument evidencing or securing the Loan indebtedness, the Borrower and Guarantors 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 Guarantors 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.

- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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 Guarantors 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.
- 36. 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 (as

hereinafter defined) an amount equal to the estimated fees and expenses of the Lender's Solicitor (as hereinafter defined) prior to such Solicitor (as hereinafter defined) commencing preparation of the Security.

In the event of the occurrence of an Event of Default (as herein after defined), 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 in the amount of (and not to exceed) \$5,000 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.

37. 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 Guarantors 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, the Lender may require a sign to be erected on the Subject Property at the cost of the Borrower 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.

38. Further Assurances

The Borrower and Guarantors 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.

39. 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 Guarantors authorize the Lender to obtain such financial information as the Lender may require. Specifically, the Borrower and Guarantors 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.

- 40. 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.
- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. Other Agreements** This Commitment Letter, when accepted by the Borrower and Guarantors, 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.
- 46. Time of the Essence** Time shall be of the essence in all respects herein.
- 47. Privacy Act Consent** With regard to any personal information that is provided during this application process, the Borrower and Guarantors 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.

48. 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.

49. 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 Guarantors.
- d) "Lender" shall mean Trez Capital Limited Partnership 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 Letter 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.

50. 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.

51. Counterparts, Facsimile & Electronic Transmission

This agreement may be executed in any number of counterparts and by facsimile, electronic transmission or pdf copy, each of which when so executed is deemed to be an original and all of which together shall constitute one and the same agreement.

52. 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 Barristers & Solicitors Inc., located at 2 Queen Street East, in the City of Toronto, Province of Ontario (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 Intellect Risk Management Inc., located at suite 400, 3 Church Street, in the City of Toronto, Province of Ontario (Telephone: 416-348-1353).

The Lender reserves the right to appoint such other Solicitor, Project Monitor, Insurance Consultant or Environmental Consultant from time to time without the consent of the Borrower.

ACCEPTANCE

This Commitment Letter shall not become effective until the Borrower, Guarantors and Lender have signed it and a copy is returned to the Lender's office by no later than 12:00 noon Eastern Time on **July 29, 2013**. The Borrower and Guarantors hereby acknowledge and agree to the terms and conditions of this Commitment Letter and authorize Trez Capital Limited Partnership to instruct its Solicitor to prepare the Security documentation. The Borrower and Guarantors further acknowledge that the Commitment Fee 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 Commitment Fee shall be forfeited and payable to Trez Capital Limited Partnership as liquidated damages, and not as a penalty, if the 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 Limited Partnership 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 Limited Partnership may file and maintain a caveat on the title to the Subject Property to protect that charge and the Borrower and Guarantors do hereby mortgage to Trez Capital Limited Partnership 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	Todd Holmes
	(PLEASE PRINT)
Firm	Devry Smith
	(PLEASE PRINT)
Phone Number	416-446-5845
	(PLEASE PRINT)

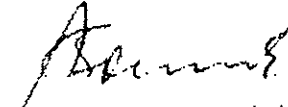
Please set out below the name and phone number (including area code) of the insurance agent representing you:

Insurance Agent	
	(PLEASE PRINT)
Firm	
	(PLEASE PRINT)
Phone Number	
	(PLEASE PRINT)

Yours Truly,

**TREZ CAPITAL LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
TREZ CAPITAL (2011) CORPORATION**


Gaetano Coseia
Vice President
Lic. #: M11002259


Paul Bowers
S.V.P. Credit & Origination

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 26th day of July, 2013.

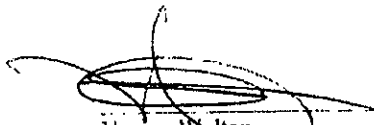
BORROWER
Global Mills Inc.


Norma Walton


Ronald Walton

I/We have the authority to bind the Corporation.

GUARANTORS


Norma Walton

Witness


Ronald Walton

Witness

SCHEDULE 'A' INSURANCE

The Borrower shall obtain and maintain during the Term 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 on the Subject Property 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 on the Subject Property 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 Advance of the Loan.



Loan No: 1164/13 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: 1450 Don Mills Road, Toronto, Ontario

Details of Mortgage:

The principal amount of the first Mortgage to be repaid by the Borrower will be \$21,000,000 to be advanced in one installment with the first advance in the amount of \$21,000,000 to be advanced on July 31, 2013 with payments commencing on August 5, 2013.

The principal amount of the Mortgage will bear interest at 9.00% per year for the initial 9 months and 25.00% per year thereafter, and will be repayable upon loan maturity, including interest. Where the annual interest rate may change, the method of determining the annual interest rate is: the greater of HSBC prime rate + 6.00% and 9.00%.

Interest will begin to accrue on the Closing Date of July 31, 2013.

The mortgage will be interest only and interest is to be compounded monthly.

The total amount of all payments over the initial 9 month term of the mortgage will be \$1,417,500. Each payment made on the mortgage must be applied first to the accumulated cost of borrowing and then to the outstanding principal.

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:

Costs Included in APR		Costs Excluded from APR	
Broker/Commitment Fee	\$210,000	Insurance Review	
Exit Fee (if any)		Legal Fees/ Disbursements (est.)	\$20,000
		Appraisal or Inspection (if any)	
Total Costs (Incl. APR):	\$210,000	Total Costs (Excl. from APR)	\$20,000

Total Cost of Borrowing: APR: 10.00% (This does not include the final month of interest at 25%)
Total Costs (incl. in APR) of \$210,000 + interest to be paid during the term of the mortgage of \$1,417,500.



Referral Fees Paid to Brokerage and Broker / Agent:
N/A

Conflicts of Interest:

The broker / Agent has the following relationship which may be perceived as a conflict of interest:

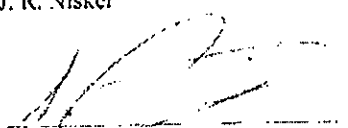
- The Broker / Agent is representing the Lender and not the Borrower in this transaction.
- The Broker / Agent is an affiliated or related company of the lender.
- The Broker / Agent has acted solely for the lender during the previous fiscal year.

Name and Address of Brokerage: Trez Capital, Suite 1404, 401 Bay St., Toronto, Ontario. M5H 2Y4
Licensing: 10472

Name of Authorized Person signing on behalf of the Brokerage: Michael J. R. Nisker
Title of this Authorized Person: Managing Partner
Licensing: 10472

Date:

July 26/13


Signature of Authorized Person

Material Risks associated with Mortgage Borrowing:

The Borrower's 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:

Borrower:

Date:

Borrower:

I / we waive the 48 hour requirement for this disclosure:

Date:

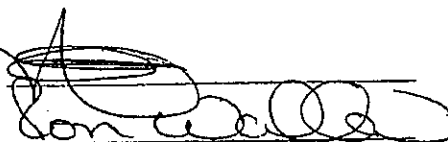
July 26/13

Borrower:

Date:

July 26/13

Borrower:



Tab 6

THIS IS **EXHIBIT "6"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.
Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

Computershare Trust Company of Canada
second mortgage loan to
West Mall Holdings Ltd.
as guaranteed by Norma Walton and Ronauld Walton
291-295 The West Mall, Toronto, Ontario
Loan No. 1083/13

Document	Description of Document
Mortgage	Mortgage Between West Mall Holdings Ltd. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the Toronto Land Registry Office #80 on March 19, 2013 as Instrument No. AT3258029
General Assignment of Rents	Between West Mall Holdings Ltd. as Assignor and Computershare Trust Company of Canada as Assignee dated March 7, 2013 and registered in the Toronto Land Registry Office #80 on March 19, 2013 as Instrument No. AT3258030
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated March 7, 2013
General Security Agreement	Between West Mall Holdings Ltd. as debtor and Computershare Trust Company of Canada as creditor, dated March 7, 2013

Computershare Trust Company of Canada
 first mortgage loan to Wynford Professional Centre Ltd.
 as guaranteed by Norma Walton and Ronauld G. Walton
 multiple condominium office units and parking stalls
 18 Wynford Drive, Toronto, Ontario
 Loan No. 1075/13

Document	Description of Document
Mortgage	Mortgage Between Wynford Professional Centre Ltd. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the Toronto Land Registry Office #80 on March 7, 2013 as Instrument No. AT3251575
General Assignment of Rents	Between Wynford Professional Centre Ltd. as Assignor and Computershare Trust Company of Canada as Assignee registered in the Toronto Land Registry Office #80 on March 7, 2013 as Instrument No. AT3251636
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated March 6, 2013
General Security Agreement	Between Wynford Professional Centre Ltd. as debtor and Computershare Trust Company of Canada as creditor, dated March 6, 2013

Computershare Trust Company of Canada
 first mortgage loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc.
 as guaranteed by Norma Walton and Ronauld Walton
 on 1 Royal Gate Boulevard, 1 Regalcrest Court
 and 20 Royal Gate Boulevard, Vaughan, Ontario
 Loan No. 1106/13

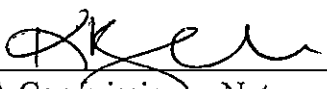
Document	Description of Document
Mortgage	Mortgage between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as mortgagors and Computershare Trust Company of Canada as mortgagee registered in the York Region Land Registry Office #65 on April 23, 2013 as Instrument No. YR1968668
General Assignment of Rents	Between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as Assignors and Computershare Trust Company of Canada as Assignee dated April 23, 2013 and registered in the York Region Land Registry Office #65 on April 23, 2013 as Instrument No. YR1968669
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated April 23, 2013
General Security Agreement	Between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as debtors and Computershare Trust Company of Canada as creditor, dated April 23, 2013

Computershare Trust Company of Canada
first mortgage loan to Global Mills Inc.
as guaranteed by Norma Walton and Ronauld Walton
1450 Don Mills Road, Toronto, Ontario
Loan No. 1164/13

Document	Description of Document
Mortgage	Mortgage Between Global Mills Inc. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the Toronto Land Registry Office #70 on July 31, 2013 as Instrument No. AT3364527
General Assignment of Rents	Between Global Mills Inc. as Assignor and Computershare Trust Company of Canada as Assignee registered in the Toronto Land Registry Office #70 on July 31, 2013 as Instrument No. AT3364528
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated July 29, 2013
General Security Agreement	Between Global Mills Inc. as debtor and Computershare Trust Company of Canada as creditor, dated July 29, 2013

Tab 7

THIS IS **EXHIBIT "7"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014


A Commissioner, Notary, Etc.
Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

LRO # 80 Charge/Mortgage

Received as AT3258029 on 2013 03 19 at 11:50

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

yyyy mm dd Page 1 of 10

Properties

PIN 07586 - 0041 LT Interest/Estate Fee Simple
 Description PT LT 11, CON 5 COLONEL SMITH'S TRACT, PART 1, 2, 3, & 4, 64R6895;
 ETOBICOKE, CITY OF TORONTO
 Address 295 THE WEST MALL
 ETOBICOKE

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 WEST MALL HOLDINGS LTD.
 Address for Service 30 Hazelton Avenue
 Toronto, Ontario
 M5R 2E2

I, Norma Walton, 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 COMPUTERSHARE TRUST COMPANY OF CANADA
 Address for Service 100 University Avenue, 9th Floor
 Toronto, Ontario
 M5J 2Y1

Provisions

Principal \$ 1,937,500.00 Currency CDN
 Calculation Period See Schedule
 Balance Due Date 2015/05/05
 Interest Rate See Schedule
 Payments
 Interest Adjustment Date 2013 04 05
 Payment Date 5th monthly
 First Payment Date 2013 05 05
 Last Payment Date 2015 05 05
 Standard Charge Terms 200033
 Insurance Amount full insurable value
 Guarantor

Additional Provisions

See Schedules

Signed By

Rafaela Paiva 100-95 Barber Greene Rd. acting for Signed 2013 03 19
 Toronto
 M3C 3E9
 Chargee(s)
 Tel 4164491400
 Fax 4164497071

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

LRO # 80 Charge/Mortgage

Received as AT3258029 on 2013 03 19 at 11:50

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

yyyy mm dd Page 2 of 10

Submitted By

DEVRY, SMITH & FRANK

100-95 Barber Greene Rd.
Toronto
M3C 3E9

2013 03 19

Tel 4164491400

Fax 4164497071

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargee Client File Number: 0892260102

This is a Schedule attached to a Charge/Mortgage
between WEST MALL HOLDINGS LTD. (the "Chargor")
and COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by Norma Walton and Ronauld Walton (collectively, the "Covenantors")
relating to 291-295 The West Mall, Toronto, Ontario (the "Premises")

NON-MERGER

The Chargor and the Covenantors 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 LIMITED PARTNERSHIP on behalf of the Chargee, entered into with the Chargor and the Covenantors dated February 14, 2013, as may be amended from time to time (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 9.5% 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 dollars loans ("Prime Rate") plus 6.5% on the outstanding balance of the principal sum owing from time to time for the first 24 months of the Term and 25.0% per annum, thereafter. To the extent that the interest rate fluctuates, during the first 24 months of the Term, the Chargee acknowledges that the maximum interest rate shall be not more than 11.0%. 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 fifth 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 180 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, all satisfactory to the Chargee in form and content. The financial statement is to be prepared by a chartered accountant licensed under the *Public Accounting Act*.

The Chargor authorizes the Chargee to obtain such additional financial information as the Chargee may require. Specifically, the Chargor and Covenantors consent to the Chargee obtaining credit

reports from the appropriate credit reporting agencies and relying on these reports when making decisions regarding advances under this Loan.

PREPAYMENT

The Chargor, when not in default, may at any time, after a minimum of \$148,000.00 interest has been earned by the Chargee and paid to the Chargee and after the provision of no less than 30 days written notice, which notice must contain evidence satisfactory to the Chargee, 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.

INSURANCE

Insurance shall be provided to the Chargee in accordance with the provisions of Section 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:

- (a) "The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Premises hereby mortgaged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable."
- (b) "The Chargor Acknowledges and agrees that in the event there is any transfer or sale of the shares of or reconstituting of the Chargor which would result in a change of voting control or beneficial ownership thereof, such change shall be subject to the Chargee's prior written consent."

PROPERTY MANAGEMENT

The Chargor shall maintain at all times a property manager for the Premises satisfactory to the Chargee and on terms satisfactory to the Chargee. A change in the property manager without the Chargee's approval shall constitute an Even of Default as defined in the Mortgage Commitment.

RECEIVERSHIP

At the option of the Chargee, it shall constitute a default hereunder if the Chargor or the Covenantors 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 Covenantors 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 Covenantors hereby agree that, in addition to any liability imposed on the Chargor and the Covenantors under any instrument evidencing or securing the loan indebtedness, the Chargor and the Covenantors 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 Covenantors 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 ("PCB's") 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, sub-tenant 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 Covenantors 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 Covenantors under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargor or Covenantors.

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 in any manner without the prior written consent of the Chargee, which approval may be withheld in the Chargee's sole discretion. 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 Covenantors 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 Covenantors 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 care of Trez Capital Limited Partnership at its offices in Vancouver, British Columbia herein described or as it or its agents may otherwise direct, before 1:00 p.m. 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 care of Trez Capital Limited Partnership, 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.

CROSS DEFAULT

In addition to the security granted hereunder, this Charge is given as further collateral security to charges registered or to be registered, or security granted, in favour of the Chargee against other lands and premises of the Chargors or Covenantor (the "Other Security"). Default hereunder shall constitute default under the Other Security and default under any or all of the Other Security shall constitute default hereunder.

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.

ACKNOWLEDGMENT

This Set of Standard Charge Terms No. 200033 is included in a Charge/Mortgage affecting the Premises legally described as Part of Lot 11, Concession 11, Colonel Smith's Tract, designated as Parts 1, 2, 3 and 4, Plan 64R-6995, City of Toronto, being the whole of PIN 07566-0041(LT) dated the 1st day of March, 2013 relating to those lands and premises municipally known as 291-295 The West Mall, Toronto, Ontario

BETWEEN:

WEST MALL HOLDINGS LTD.,
as Chargor

- and -

NORMA WALTON AND RONALD WALTON
as Covenantors

-and-

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Chargee

and the Chargor and Covenantors hereby acknowledge receiving a copy of this Set of Standard Charge Terms before signing the Charge.

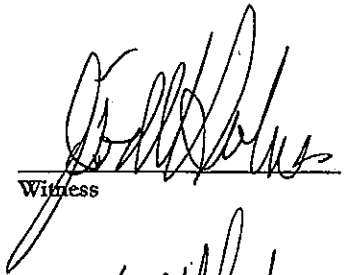
WEST MALL HOLDINGS LTD.

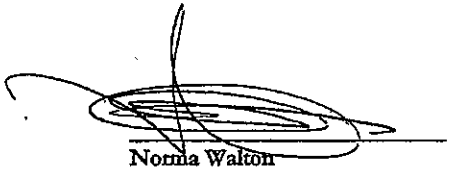
Per 

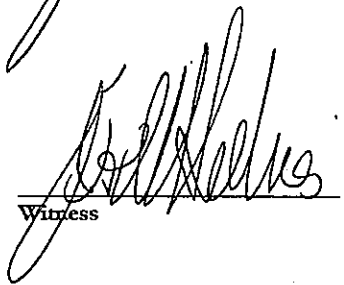
Name: Norma Walton

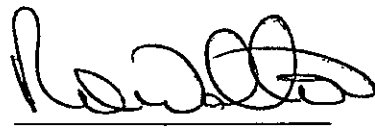
Title: President

I have authority to bind the Corporation.


Witness


Norma Walton


Witness


Ronald Walton

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

Filed by:
 Dye & Burman Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

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

Exclusion of Statutory Covenants 1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge.

Right to Charge the Land 2. The Chargee now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act or Encumbrance 3. The Chargee has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple 4. The Chargee, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform 5. The Chargee will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made; and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Charge to Advance 7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any undischarged portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargee. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced; the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargee, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargee at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest on any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- Quiet Possession* 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
- Right to Distrain* 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances* 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest* 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale* 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases* 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or part into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure* 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee, and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair* 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

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

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

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor; or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therein, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

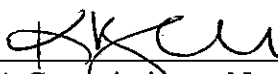
Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this _____ day of _____ (year)

Tab 8

.....

THIS IS **EXHIBIT "8"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014


A Commissioner, Notary, Etc.
Kystra Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

Properties

PIN 12037 - 0001 LT Interest/Estate Fee Simple

Description UNIT 1, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 101 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0002 LT Interest/Estate Fee Simple

Description UNIT 2, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 102 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0003 LT Interest/Estate Fee Simple

Description UNIT 3, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 103 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0004 LT Interest/Estate Fee Simple

Description UNIT 4, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 104 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0005 LT Interest/Estate Fee Simple

Description UNIT 5, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 105 SUITE
18 WYNFORD DRIVE
TORONTO

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

yyyy mm dd Page 2 of 86

Properties

PIN	12037 - 0006 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	106 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0007 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	107 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0008 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	108 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0012 LT	Interest/Estate	Fee Simple
Description	UNIT 12, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	112 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0013 LT	Interest/Estate	Fee Simple
Description	UNIT 13, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	113 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0014 LT	Interest/Estate	Fee Simple
Description	UNIT 14, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	114 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0015 LT	Interest/Estate	Fee Simple
Description	UNIT 15, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	115 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0016 LT	Interest/Estate	Fee Simple
Description	UNIT 16, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0017 LT	Interest/Estate	Fee Simple
Description	UNIT 17, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0018 LT	Interest/Estate	Fee Simple
Description	UNIT 18, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

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

yyyy mm dd Page 4 of 86

Properties

PIN	12037 - 0022 LT	Interest/Estate	Fee Simple
Description	UNIT 22, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0023 LT	Interest/Estate	Fee Simple
Description	UNIT 23, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0024 LT	Interest/Estate	Fee Simple
Description	UNIT 24, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0025 LT	Interest/Estate	Fee Simple
Description	UNIT 25, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0026 LT	Interest/Estate	Fee Simple
Description	UNIT 26, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN	12037 - 0027 LT	Interest/Estate	Fee Simple
Description	UNIT 27, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0028 LT	Interest/Estate	Fee Simple
Description	UNIT 28, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0029 LT	Interest/Estate	Fee Simple
Description	UNIT 29, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0030 LT	Interest/Estate	Fee Simple
Description	UNIT 30, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0031 LT	Interest/Estate	Fee Simple
Description	UNIT 31, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN 12037 - 0032 LT Interest/Estate Fee Simple

Description UNIT 32, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0033 LT Interest/Estate Fee Simple

Description UNIT 33, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0034 LT Interest/Estate Fee Simple

Description UNIT 34, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0035 LT Interest/Estate Fee Simple

Description UNIT 35, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0036 LT Interest/Estate Fee Simple

Description UNIT 36, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0037 LT Interest/Estate Fee Simple

Description UNIT 37, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0038 LT Interest/Estate Fee Simple

Description UNIT 38, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0039 LT Interest/Estate Fee Simple

Description UNIT 39, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0040 LT Interest/Estate Fee Simple

Description UNIT 40, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0041 LT Interest/Estate Fee Simple

Description UNIT 41, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0042 LT Interest/Estate Fee Simple

Description UNIT 42, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0043 LT Interest/Estate Fee Simple

Description UNIT 43, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0044 LT Interest/Estate Fee Simple

Description UNIT 44, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0045 LT Interest/Estate Fee Simple

Description UNIT 45, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0046 LT Interest/Estate Fee Simple

Description UNIT 46, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0047 LT Interest/Estate Fee Simple

Description UNIT 47, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0048 LT Interest/Estate Fee Simple

Description UNIT 48, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0049 LT Interest/Estate Fee Simple

Description UNIT 49, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0050 LT Interest/Estate Fee Simple

Description UNIT 50, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0051 LT Interest/Estate Fee Simple

Description UNIT 51, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN	12037 - 0052 LT	Interest/Estate	Fee Simple
Description	UNIT 52, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0053 LT	Interest/Estate	Fee Simple
Description	UNIT 53, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0054 LT	Interest/Estate	Fee Simple
Description	UNIT 54, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0055 LT	Interest/Estate	Fee Simple
Description	UNIT 55, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0056 LT	Interest/Estate	Fee Simple
Description	UNIT 56, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN 12037 - 0057 LT Interest/Estate Fee Simple

Description UNIT 57, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0058 LT Interest/Estate Fee Simple

Description UNIT 58, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0059 LT Interest/Estate Fee Simple

Description UNIT 59, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0060 LT Interest/Estate Fee Simple

Description UNIT 60, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0061 LT Interest/Estate Fee Simple

Description UNIT 61, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0062 LT Interest/Estate Fee Simple

Description UNIT 62, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0063 LT Interest/Estate Fee Simple

Description UNIT 63, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0064 LT Interest/Estate Fee Simple

Description UNIT 64, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0090 LT Interest/Estate Fee Simple

Description UNIT 90, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0091 LT Interest/Estate Fee Simple

Description UNIT 91, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN	12037 - 0092 LT	Interest/Estate	Fee Simple
Description	UNIT 92, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0093 LT	Interest/Estate	Fee Simple
Description	UNIT 93, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0094 LT	Interest/Estate	Fee Simple
Description	UNIT 94, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0095 LT	Interest/Estate	Fee Simple
Description	UNIT 95, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0096 LT	Interest/Estate	Fee Simple
Description	UNIT 96, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN	12037 - 0097 LT	Interest/Estate	Fee Simple
Description	UNIT 97, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0098 LT	Interest/Estate	Fee Simple
Description	UNIT 98, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0099 LT	Interest/Estate	Fee Simple
Description	UNIT 99, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0100 LT	Interest/Estate	Fee Simple
Description	UNIT 100, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0101 LT	Interest/Estate	Fee Simple
Description	UNIT 101, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN 12037 - 0102 LT Interest/Estate Fee Simple

Description UNIT 102, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0103 LT Interest/Estate Fee Simple

Description UNIT 103, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0104 LT Interest/Estate Fee Simple

Description UNIT 104, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0105 LT Interest/Estate Fee Simple

Description UNIT 105, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0106 LT Interest/Estate Fee Simple

Description UNIT 106, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN	12037 - 0107 LT	Interest/Estate	Fee Simple
Description	UNIT 107, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0108 LT	Interest/Estate	Fee Simple
Description	UNIT 108, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0109 LT	Interest/Estate	Fee Simple
Description	UNIT 109, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0110 LT	Interest/Estate	Fee Simple
Description	UNIT 110, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0111 LT	Interest/Estate	Fee Simple
Description	UNIT 111, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN	12037 - 0112 LT	Interest/Estate	Fee Simple
Description	UNIT 112, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

PIN	12037 - 0113 LT	Interest/Estate	Fee Simple
Description	UNIT 113, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

PIN	12037 - 0114 LT	Interest/Estate	Fee Simple
Description	UNIT 114, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

PIN	12037 - 0115 LT	Interest/Estate	Fee Simple
Description	UNIT 115, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

PIN	12037 - 0116 LT	Interest/Estate	Fee Simple
Description	UNIT 116, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

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

yyyy mm dd Page 18 of 86

Properties

PIN 12037 - 0117 LT Interest/Estate Fee Simple

Description UNIT 117, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0118 LT Interest/Estate Fee Simple

Description UNIT 118, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0119 LT Interest/Estate Fee Simple

Description UNIT 119, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0120 LT Interest/Estate Fee Simple

Description UNIT 120, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0121 LT Interest/Estate Fee Simple

Description UNIT 121, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0122 LT Interest/Estate Fee Simple

Description UNIT 122, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0123 LT Interest/Estate Fee Simple

Description UNIT 123, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0124 LT Interest/Estate Fee Simple

Description UNIT 124, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0125 LT Interest/Estate Fee Simple

Description UNIT 125, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0126 LT Interest/Estate Fee Simple

Description UNIT 126, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0127 LT Interest/Estate Fee Simple

Description UNIT 127, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0128 LT Interest/Estate Fee Simple

Description UNIT 128, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0129 LT Interest/Estate Fee Simple

Description UNIT 129, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0130 LT Interest/Estate Fee Simple

Description UNIT 130, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0131 LT Interest/Estate Fee Simple

Description UNIT 131, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

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

yyyy mm dd Page 21 of 86

Properties

PIN	12037 - 0132 LT	Interest/Estate	Fee Simple
Description	UNIT 132, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0133 LT	Interest/Estate	Fee Simple
Description	UNIT 133, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0134 LT	Interest/Estate	Fee Simple
Description	UNIT 134, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0135 LT	Interest/Estate	Fee Simple
Description	UNIT 135, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0136 LT	Interest/Estate	Fee Simple
Description	UNIT 136, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		

Properties

PIN 12037 - 0137 LT Interest/Estate Fee Simple

Description UNIT 137, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0138 LT Interest/Estate Fee Simple

Description UNIT 138, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0140 LT Interest/Estate Fee Simple

Description UNIT 140, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0141 LT Interest/Estate Fee Simple

Description UNIT 141, LEVEL 1, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0142 LT Interest/Estate Fee Simple

Description UNIT 1, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 201 SUITE
18 WYNFORD DRIVE
TORONTO

Properties

PIN	12037 - 0143 LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	202 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0144 LT	Interest/Estate	Fee Simple
Description	UNIT 3, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	203 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0145 LT	Interest/Estate	Fee Simple
Description	UNIT 4, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	204 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0146 LT	Interest/Estate	Fee Simple
Description	UNIT 5, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	205 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0147 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	206 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0148 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	207 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0149 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	208 SUITE 18 WYNFORD DRIVE SCARBOROUGH		
PIN	12037 - 0150 LT	Interest/Estate	Fee Simple
Description	UNIT 9, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	209 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0151 LT	Interest/Estate	Fee Simple
Description	UNIT 10, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	210 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0152 LT	Interest/Estate	Fee Simple
Description	UNIT 11, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	2111 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0153 LT	Interest/Estate	Fee Simple
Description	UNIT 12, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	211 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0154 LT	Interest/Estate	Fee Simple
Description	UNIT 13, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	213 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0155 LT	Interest/Estate	Fee Simple
Description	UNIT 14, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	214 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0156 LT	Interest/Estate	Fee Simple
Description	UNIT 15, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	215 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0157 LT	Interest/Estate	Fee Simple
Description	UNIT 16, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	216 SUITE 18 WYNFORD DRIVE TORONTO		

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

yyyy mm dd Page 26 of 86

Properties

PIN 12037 - 0183 LT Interest/Estate Fee Simple

Description UNIT 42, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0184 LT Interest/Estate Fee Simple

Description UNIT 43, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0185 LT Interest/Estate Fee Simple

Description UNIT 44, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0186 LT Interest/Estate Fee Simple

Description UNIT 45, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0187 LT Interest/Estate Fee Simple

Description UNIT 46, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

Properties

PIN 12037 - 0188 LT **Interest/Estate** Fee Simple

Description UNIT 47, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0189 LT **Interest/Estate** Fee Simple

Description UNIT 48, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0190 LT **Interest/Estate** Fee Simple

Description UNIT 49, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0191 LT **Interest/Estate** Fee Simple

Description UNIT 50, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0192 LT **Interest/Estate** Fee Simple

Description UNIT 51, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

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

yyyy mm dd Page 28 of 86

Properties

PIN 12037 - 0193 LT Interest/Estate Fee Simple

Description UNIT 52, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0194 LT Interest/Estate Fee Simple

Description UNIT 53, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0195 LT Interest/Estate Fee Simple

Description UNIT 54, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0196 LT Interest/Estate Fee Simple

Description UNIT 55, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

PIN 12037 - 0197 LT Interest/Estate Fee Simple

Description UNIT 56, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD DRIVE - PARKING
TORONTO

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

yyyy mm dd Page 29 of 86

Properties

PIN	12037 - 0198 LT	Interest/Estate	Fee Simple
Description	UNIT 57, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0199 LT	Interest/Estate	Fee Simple
Description	UNIT 58, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0200 LT	Interest/Estate	Fee Simple
Description	UNIT 59, LEVEL 2, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE - PARKING TORONTO		
PIN	12037 - 0219 LT	Interest/Estate	Fee Simple
Description	UNIT 9, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	309 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0220 LT	Interest/Estate	Fee Simple
Description	UNIT 10, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	310 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0221 LT	Interest/Estate	Fee Simple
Description	UNIT 11, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	311 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0222 LT	Interest/Estate	Fee Simple
Description	UNIT 12, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	312 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0223 LT	Interest/Estate	Fee Simple
Description	UNIT 13, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	313 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0224 LT	Interest/Estate	Fee Simple
Description	UNIT 14, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	314 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0227 LT	Interest/Estate	Fee Simple
Description	UNIT 17, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0228 LT	Interest/Estate	Fee Simple
Description	UNIT 18, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0229 LT	Interest/Estate	Fee Simple
Description	UNIT 19, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0230 LT	Interest/Estate	Fee Simple
Description	UNIT 20, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0231 LT	Interest/Estate	Fee Simple
Description	UNIT 21, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0232 LT	Interest/Estate	Fee Simple
Description	UNIT 22, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0233 LT	Interest/Estate	Fee Simple
Description	UNIT 23, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0234 LT	Interest/Estate	Fee Simple
Description	UNIT 24, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0235 LT	Interest/Estate	Fee Simple
Description	UNIT 25, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0236 LT	Interest/Estate	Fee Simple
Description	UNIT 26, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0237 LT	Interest/Estate	Fee Simple
Description	UNIT 27, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0238 LT	Interest/Estate	Fee Simple
Description	UNIT 28, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0239 LT	Interest/Estate	Fee Simple
Description	UNIT 29, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0240 LT	Interest/Estate	Fee Simple
Description	UNIT 30, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0241 LT	Interest/Estate	Fee Simple
Description	UNIT 31, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0242 LT	Interest/Estate	Fee Simple
Description	UNIT 32, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0243 LT	Interest/Estate	Fee Simple
Description	UNIT 33, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0244 LT	Interest/Estate	Fee Simple
Description	UNIT 34, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0245 LT	Interest/Estate	Fee Simple
Description	UNIT 35, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0246 LT	Interest/Estate	Fee Simple
Description	UNIT 36, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0247 LT	Interest/Estate	Fee Simple
Description	UNIT 37, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0248 LT	Interest/Estate	Fee Simple
Description	UNIT 38, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0249 LT	Interest/Estate	Fee Simple
Description	UNIT 39, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0250 LT	Interest/Estate	Fee Simple
Description	UNIT 40, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0251 LT	Interest/Estate	Fee Simple
Description	UNIT 41, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0252 LT	Interest/Estate	Fee Simple
Description	UNIT 42, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0253 LT	Interest/Estate	Fee Simple
Description	UNIT 43, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0254 LT	Interest/Estate	Fee Simple
Description	UNIT 44, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0255 LT	Interest/Estate	Fee Simple
Description	UNIT 45, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0256 LT	Interest/Estate	Fee Simple
Description	UNIT 46, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0257 LT	Interest/Estate	Fee Simple
Description	UNIT 47, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0258 LT **Interest/Estate** Fee Simple

Description UNIT 48, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0259 LT **Interest/Estate** Fee Simple

Description UNIT 49, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0260 LT **Interest/Estate** Fee Simple

Description UNIT 50, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0261 LT **Interest/Estate** Fee Simple

Description UNIT 51, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0262 LT **Interest/Estate** Fee Simple

Description UNIT 52, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

Properties

PIN	12037 - 0263 LT	Interest/Estate	Fee Simple
Description	UNIT 53, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0264 LT	Interest/Estate	Fee Simple
Description	UNIT 54, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0265 LT	Interest/Estate	Fee Simple
Description	UNIT 55, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0266 LT	Interest/Estate	Fee Simple
Description	UNIT 56, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0267 LT	Interest/Estate	Fee Simple
Description	UNIT 57, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0268 LT	Interest/Estate	Fee Simple
Description	UNIT 58, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0269 LT	Interest/Estate	Fee Simple
Description	UNIT 59, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0270 LT	Interest/Estate	Fee Simple
Description	UNIT 60, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0271 LT	Interest/Estate	Fee Simple
Description	UNIT 61, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0272 LT	Interest/Estate	Fee Simple
Description	UNIT 62, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0273 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 63, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0274 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 64, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0275 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 65, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0276 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 66, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0277 LT	<i>Interest/Estate</i>	Fee Simple
Description	UNIT 67, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0278 LT Interest/Estate Fee Simple

Description UNIT 68, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0279 LT Interest/Estate Fee Simple

Description UNIT 69, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0280 LT Interest/Estate Fee Simple

Description UNIT 70, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0281 LT Interest/Estate Fee Simple

Description UNIT 71, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 18 WYNFORD
TORONTO

PIN 12037 - 0282 LT Interest/Estate Fee Simple

Description UNIT 72, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

Properties

PIN	12037 - 0283 LT	Interest/Estate	Fee Simple
Description	UNIT 73, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0284 LT	Interest/Estate	Fee Simple
Description	UNIT 74, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0285 LT	Interest/Estate	Fee Simple
Description	UNIT 75, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0286 LT	Interest/Estate	Fee Simple
Description	UNIT 76, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0287 LT	Interest/Estate	Fee Simple
Description	UNIT 77, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 43 of 86

Properties

PIN	12037 - 0288 LT	Interest/Estate	Fee Simple
Description	UNIT 78, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0289 LT	Interest/Estate	Fee Simple
Description	UNIT 79, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0290 LT	Interest/Estate	Fee Simple
Description	UNIT 80, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0291 LT	Interest/Estate	Fee Simple
Description	UNIT 81, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0292 LT	Interest/Estate	Fee Simple
Description	UNIT 82, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0293 LT Interest/Estate Fee Simple

Description UNIT 83, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0294 LT Interest/Estate Fee Simple

Description UNIT 84, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0295 LT Interest/Estate Fee Simple

Description UNIT 85, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0296 LT Interest/Estate Fee Simple

Description UNIT 86, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0297 LT Interest/Estate Fee Simple

Description UNIT 87, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

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

yyyy mm dd Page 45 of 86

Properties

PIN	12037 - 0298 LT	Interest/Estate	Fee Simple
Description	UNIT 88, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0299 LT	Interest/Estate	Fee Simple
Description	UNIT 89, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0300 LT	Interest/Estate	Fee Simple
Description	UNIT 90, LEVEL 3, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0319 LT	Interest/Estate	Fee Simple
Description	UNIT 3, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	503 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0320 LT	Interest/Estate	Fee Simple
Description	UNIT 4, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	504 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0321 LT	Interest/Estate	Fee Simple
Description	UNIT 5, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	505 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0322 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	506 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0323 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	507 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0324 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	508 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0325 LT	Interest/Estate	Fee Simple
Description	UNIT 9, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	509 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN 12037 - 0326 LT **Interest/Estate** Fee Simple

Description UNIT 10, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 510 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0327 LT **Interest/Estate** Fee Simple

Description UNIT 11, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 511 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0328 LT **Interest/Estate** Fee Simple

Description UNIT 12, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 512 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0329 LT **Interest/Estate** Fee Simple

Description UNIT 13, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 513 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0330 LT **Interest/Estate** Fee Simple

Description UNIT 14, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 514 SUITE
18 WYNFORD DRIVE
TORONTO

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

yyyy mm dd Page 48 of 86

Properties

PIN	12037 - 0331 LT	Interest/Estate	Fee Simple
Description	UNIT 15, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	515 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0332 LT	Interest/Estate	Fee Simple
Description	UNIT 16, LEVEL 5, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	516 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0333 LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	601 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0335 LT	Interest/Estate	Fee Simple
Description	UNIT 3, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	603 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0336 LT	Interest/Estate	Fee Simple
Description	UNIT 4, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	604 SUITE 18 WYNFORD DRIVE TORONTO		

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

yyyy mm dd Page 49 of 86

Properties

PIN	12037 - 0337 LT	Interest/Estate	Fee Simple
Description	UNIT 5, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	605 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0338 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	606 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0339 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	607 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0340 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	608 SUITE 18 WYNFORD DRIVE TORONTO		

PIN	12037 - 0341 LT	Interest/Estate	Fee Simple
Description	UNIT 9, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	609 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN 12037 - 0342 LT Interest/Estate Fee Simple

Description UNIT 10, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 610 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0343 LT Interest/Estate Fee Simple

Description UNIT 11, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 611 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0344 LT Interest/Estate Fee Simple

Description UNIT 12, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 612 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0345 LT Interest/Estate Fee Simple

Description UNIT 13, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 613 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0346 LT Interest/Estate Fee Simple

Description UNIT 14, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 614 SUITE
18 WYNFORD DRIVE
TORONTO

Properties

PIN	12037 - 0347 LT	Interest/Estate	Fee Simple
Description	UNIT 15, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	615 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0348 LT	Interest/Estate	Fee Simple
Description	UNIT 16, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	616 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0349 LT	Interest/Estate	Fee Simple
Description	UNIT 17, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	617 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0351 LT	Interest/Estate	Fee Simple
Description	UNIT 19, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	619 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0352 LT	Interest/Estate	Fee Simple
Description	UNIT 20, LEVEL 6, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	620 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0353 LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	701 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0354 LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	702 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0355 LT	Interest/Estate	Fee Simple
Description	UNIT 3, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	703 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0356 LT	Interest/Estate	Fee Simple
Description	UNIT 4, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	704 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0357 LT	Interest/Estate	Fee Simple
Description	UNIT 5, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	7015 SUITE 18 WYNFORD DRIVE TORONTO		

Properties

PIN	12037 - 0358 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	706 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0359 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	707 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0360 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	708 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0364 LT	Interest/Estate	Fee Simple
Description	UNIT 12, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	712 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0365 LT	Interest/Estate	Fee Simple
Description	UNIT 13, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	713 SUITE 18 WYNFORD DRIVE TORONTO		

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

yyyy mm dd Page 54 of 86

Properties

PIN 12037 - 0366 LT Interest/Estate Fee Simple

Description UNIT 14, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 714 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0367 LT Interest/Estate Fee Simple

Description UNIT 15, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 715 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0368 LT Interest/Estate Fee Simple

Description UNIT 16, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 716 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0369 LT Interest/Estate Fee Simple

Description UNIT 17, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 717 SUITE
18 WYNFORD DRIVE
TORONTO

PIN 12037 - 0370 LT Interest/Estate Fee Simple

Description UNIT 18, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address 718 SUITE
18 WYNFORD DRIVE
TORONTO

Properties

PIN	12037 - 0371 LT	Interest/Estate	Fee Simple
Description	UNIT 19, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	719 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0372 LT	Interest/Estate	Fee Simple
Description	UNIT 20, LEVEL 7, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	720 SUITE 18 WYNFORD DRIVE TORONTO		
PIN	12037 - 0373 LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0374 LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0375 LT	Interest/Estate	Fee Simple
Description	UNIT 3, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 56 of 86

Properties

PIN	12037 - 0376 LT	Interest/Estate	Fee Simple
Description	UNIT 4, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0377 LT	Interest/Estate	Fee Simple
Description	UNIT 5, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0378 LT	Interest/Estate	Fee Simple
Description	UNIT 6, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0379 LT	Interest/Estate	Fee Simple
Description	UNIT 7, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0380 LT	Interest/Estate	Fee Simple
Description	UNIT 8, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0381 LT	Interest/Estate	Fee Simple
Description	UNIT 9, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0382 LT	Interest/Estate	Fee Simple
Description	UNIT 10, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0383 LT	Interest/Estate	Fee Simple
Description	UNIT 11, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0384 LT	Interest/Estate	Fee Simple
Description	UNIT 12, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0385 LT	Interest/Estate	Fee Simple
Description	UNIT 13, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0386 LT	Interest/Estate	Fee Simple
Description	UNIT 14, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0387 LT	Interest/Estate	Fee Simple
Description	UNIT 15, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0388 LT	Interest/Estate	Fee Simple
Description	UNIT 16, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0389 LT	Interest/Estate	Fee Simple
Description	UNIT 17, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0390 LT	Interest/Estate	Fee Simple
Description	UNIT 18, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0391 LT	Interest/Estate	Fee Simple
Description	UNIT 19, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0392 LT	Interest/Estate	Fee Simple
Description	UNIT 20, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0393 LT	Interest/Estate	Fee Simple
Description	UNIT 21, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0394 LT	Interest/Estate	Fee Simple
Description	UNIT 22, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0395 LT	Interest/Estate	Fee Simple
Description	UNIT 23, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 60 of 86

Properties

PIN 12037 - 0396 LT Interest/Estate Fee Simple

Description UNIT 24, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0397 LT Interest/Estate Fee Simple

Description UNIT 25, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0398 LT Interest/Estate Fee Simple

Description UNIT 26, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0399 LT Interest/Estate Fee Simple

Description UNIT 27, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0400 LT Interest/Estate Fee Simple

Description UNIT 28, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

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

yyyy mm dd Page 61 of 86

Properties

PIN	12037 - 0401 LT	Interest/Estate	Fee Simple
Description	UNIT 29, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0402 LT	Interest/Estate	Fee Simple
Description	UNIT 30, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0403 LT	Interest/Estate	Fee Simple
Description	UNIT 31, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0404 LT	Interest/Estate	Fee Simple
Description	UNIT 32, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0405 LT	Interest/Estate	Fee Simple
Description	UNIT 33, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0406 LT **Interest/Estate** Fee Simple

Description UNIT 34, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0407 LT **Interest/Estate** Fee Simple

Description UNIT 35, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0408 LT **Interest/Estate** Fee Simple

Description UNIT 36, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0409 LT **Interest/Estate** Fee Simple

Description UNIT 37, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0410 LT **Interest/Estate** Fee Simple

Description UNIT 38, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

Properties

PIN	12037 - 0411 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
Description	UNIT 39, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0412 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
Description	UNIT 40, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0413 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
Description	UNIT 41, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0414 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
Description	UNIT 42, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0415 LT	<i>Interest/Estate</i>	<i>Fee Simple</i>
Description	UNIT 43, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0416 LT **Interest/Estate** Fee Simple

Description UNIT 44, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0417 LT **Interest/Estate** Fee Simple

Description UNIT 45, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0418 LT **Interest/Estate** Fee Simple

Description UNIT 46, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0419 LT **Interest/Estate** Fee Simple

Description UNIT 47, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0420 LT **Interest/Estate** Fee Simple

Description UNIT 48, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

Properties

PIN	12037 - 0421 LT	Interest/Estate	Fee Simple
Description	UNIT 49, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0422 LT	Interest/Estate	Fee Simple
Description	UNIT 50, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0423 LT	Interest/Estate	Fee Simple
Description	UNIT 51, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0424 LT	Interest/Estate	Fee Simple
Description	UNIT 52, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0425 LT	Interest/Estate	Fee Simple
Description	UNIT 53, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0426 LT	Interest/Estate	Fee Simple
Description	UNIT 54, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0427 LT	Interest/Estate	Fee Simple
Description	UNIT 55, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0428 LT	Interest/Estate	Fee Simple
Description	UNIT 56, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0429 LT	Interest/Estate	Fee Simple
Description	UNIT 57, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0430 LT	Interest/Estate	Fee Simple
Description	UNIT 58, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0431 LT	Interest/Estate	Fee Simple
Description	UNIT 59, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0432 LT	Interest/Estate	Fee Simple
Description	UNIT 60, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0433 LT	Interest/Estate	Fee Simple
Description	UNIT 61, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0434 LT	Interest/Estate	Fee Simple
Description	UNIT 62, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0435 LT	Interest/Estate	Fee Simple
Description	UNIT 63, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 68 of 86

Properties

PIN	12037 - 0436 LT	Interest/Estate	Fee Simple
Description	UNIT 64, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0437 LT	Interest/Estate	Fee Simple
Description	UNIT 65, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0438 LT	Interest/Estate	Fee Simple
Description	UNIT 66, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0439 LT	Interest/Estate	Fee Simple
Description	UNIT 67, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0440 LT	Interest/Estate	Fee Simple
Description	UNIT 68, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0441 LT	Interest/Estate	Fee Simple
Description	UNIT 69, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0442 LT	Interest/Estate	Fee Simple
Description	UNIT 70, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0443 LT	Interest/Estate	Fee Simple
Description	UNIT 71, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0444 LT	Interest/Estate	Fee Simple
Description	UNIT 72, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0445 LT	Interest/Estate	Fee Simple
Description	UNIT 73, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 70 of 86

Properties

PIN 12037 - 0446 LT Interest/Estate Fee Simple

Description UNIT 74, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0447 LT Interest/Estate Fee Simple

Description UNIT 75, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address SCARBOROUGH

PIN 12037 - 0448 LT Interest/Estate Fee Simple

Description UNIT 76, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0449 LT Interest/Estate Fee Simple

Description UNIT 77, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0450 LT Interest/Estate Fee Simple

Description UNIT 78, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

Properties

PIN	12037 - 0451 LT	Interest/Estate	Fee Simple
Description	UNIT 79, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0452 LT	Interest/Estate	Fee Simple
Description	UNIT 80, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0453 LT	Interest/Estate	Fee Simple
Description	UNIT 81, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0454 LT	Interest/Estate	Fee Simple
Description	UNIT 82, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0455 LT	Interest/Estate	Fee Simple
Description	UNIT 83, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN	12037 - 0456 LT	Interest/Estate	Fee Simple
Description	UNIT 84, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0457 LT	Interest/Estate	Fee Simple
Description	UNIT 85, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0458 LT	Interest/Estate	Fee Simple
Description	UNIT 86, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0459 LT	Interest/Estate	Fee Simple
Description	UNIT 87, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0460 LT	Interest/Estate	Fee Simple
Description	UNIT 88, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 73 of 86

Properties

PIN	12037 - 0461 LT	Interest/Estate	Fee Simple
Description	UNIT 89, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0462 LT	Interest/Estate	Fee Simple
Description	UNIT 90, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0463 LT	Interest/Estate	Fee Simple
Description	UNIT 91, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0464 LT	Interest/Estate	Fee Simple
Description	UNIT 92, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0465 LT	Interest/Estate	Fee Simple
Description	UNIT 93, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

Properties

PIN 12037 - 0466 LT **Interest/Estate** Fee Simple

Description UNIT 94, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0467 LT **Interest/Estate** Fee Simple

Description UNIT 95, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0468 LT **Interest/Estate** Fee Simple

Description UNIT 96, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0469 LT **Interest/Estate** Fee Simple

Description UNIT 97, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

PIN 12037 - 0470 LT **Interest/Estate** Fee Simple

Description UNIT 98, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2,3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO

Address TORONTO

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

yyyy mm dd Page 75 of 86

Properties

PIN	12037 - 0471 LT	Interest/Estate	Fee Simple
Description	UNIT 99, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0472 LT	Interest/Estate	Fee Simple
Description	UNIT 100, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0475 LT	Interest/Estate	Fee Simple
Description	UNIT 103, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0476 LT	Interest/Estate	Fee Simple
Description	UNIT 104, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

PIN	12037 - 0477 LT	Interest/Estate	Fee Simple
Description	UNIT 105, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERRAIS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 76 of 86

Properties

PIN	12037 - 0478 LT	Interest/Estate	Fee Simple
Description	UNIT 106, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0479 LT	Interest/Estate	Fee Simple
Description	UNIT 107, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0480 LT	Interest/Estate	Fee Simple
Description	UNIT 108, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0481 LT	Interest/Estate	Fee Simple
Description	UNIT 109, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		
PIN	12037 - 0482 LT	Interest/Estate	Fee Simple
Description	UNIT 110, LEVEL A, METRO TORONTO CONDOMINIUM PLAN NO. 1037 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF BLOCK J ON PLAN M-864 CITY OF NORTH YORK DESIGNATED AS PARTS 1, 2, 3, 4, 5, 15, 17, 22 AND 24 ON PLAN 66R16437 THE BOUNDARY OF THE WEST LIMIT OF GERVAS DRIVE HAS BEEN CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-1365 REGISTERED AS D538 INSTRUMENT A721241. SUBJECT TO EASEMENT IN FAVOUR OF THE CORPORATION OF THE CITY OF NORTH YORK, OVER PART 17 ON PLAN 66R16437 IN A66700 TOGETHER WITH AND SUBJECT TO RIGHTSAND EASEMENTS CREATED IN SCHEDULE A OF DECLARATION D349755 , CITY OF TORONTO		
Address	TORONTO		

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

yyyy mm dd Page 77 of 86

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 WYNFORD PROFESSIONAL CENTRE LTD.

Address for Service 30 Hazelton Avenue
Toronto, Ontario
M5R 2E2

I, Norma Walton, 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 COMPUTERSHARE TRUST COMPANY OF CANADA

Address for Service 100 University Avenue, 9th Floor
Toronto, Ontario
M5J 2Y1

Loan No. 1075/13

Statements

Schedule: See Schedules

Provisions

Principal	\$ 9,850,000.00	Currency	CDN
Calculation Period	See Schedule		
Balance Due Date	2015/05/05		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date	2013 04 05		
Payment Date	5th Monthly		
First Payment Date	2013 05 05		
Last Payment Date	2015 05 05		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Robert Cohen

2 Queen Street East Suite 1500
Toronto
M5C 3G5

acting for
Chargor(s)

Signed

2013 03 07

Tel 4165931221

Fax 4165935437

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

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

yyyy mm dd Page 78 of 86

Submitted By

BLANEY MCMURTRY LLP

2 Queen Street East Suite 1500
Toronto
M5C 3G5

2013 03 07

Tel 4165931221

Fax 4165935437

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

This is a Schedule attached to a Charge/Mortgage
between WYNFORD PROFESSIONAL CENTRE LTD. (the "Chargor")
and COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by Norma Walton and Ronauld Walton (collectively, the "Covenantors")
relating to 83 Condominium Office Units and 297 Condominium Parking Units located at
18 Wynford Drive, Toronto, Ontario (the "Premises")

NON-MERGER

The Chargor and the Covenantors 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 LIMITED PARTNERSHIP on behalf of the Chargee, entered into with the Chargor and the Covenantors dated February 19, 2013, as may be amended from time to time (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 8.125% 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 dollars loans ("Prime Rate") plus 5.125% on the outstanding balance of the principal sum owing from time to time for the first 24 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 180 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, 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. Specifically, the Chargor and Covenantors consent to the Chargee obtaining credit

reports from the appropriate credit reporting agencies and relying on these reports when making decisions regarding advances under this Loan.

PREPAYMENT

The Chargor, when not in default, may at any time, after a minimum of \$610,000.00 interest has been earned by the Chargee and paid to the Chargee and after the provision of no less than 30 days written notice, which notice must contain evidence satisfactory to the Chargee, 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.

PARTIAL DISCHARGES

Provided the Chargor is not in default hereunder, the Chargee 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, if any. In order to ensure the foregoing discharge parameters, a sales price for each of the condominium units comprising the Premises is agreed to by the Chargor and the Chargee and is attached to the Mortgage Commitment (the "Sales Price List"), and no sale can take place at less than 95% of the of the Sales Price List without the Chargee's written consent.

INSURANCE

Insurance shall be provided to the Chargee in accordance with the provisions of Section 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:

- (a) "The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Premises hereby mortgaged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable."
- (b) "The Chargor Acknowledges and agrees that in the event there is any transfer or sale of the shares of or reconstituting of the Chargor which would result in a change of voting control or beneficial ownership thereof, such change shall be subject to the Chargee's prior written consent."

PROPERTY MANAGEMENT

The Chargor shall maintain at all times a property manager for the Premises satisfactory to the Chargee and on terms satisfactory to the Chargee. A change in the property manager without the Chargee's approval shall constitute an Even of Default as defined in the Mortgage Commitment.

RECEIVERSHIP

At the option of the Chargee, it shall constitute a default hereunder if the Chargor or the Covenantors 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 Covenantors 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.

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, sub-tenant 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 Covenantors 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 Covenantors under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargor or Covenantors.

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

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 Covenantors hereby agree that, in addition to any liability imposed on the Chargor and the Covenantors under any instrument evidencing or securing the loan indebtedness, the Chargor and the Covenantors 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 Covenantors 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 ("PCB's") 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, junctions, 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

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 in any manner without the prior written consent of the Chargee, which approval may be withheld in the Chargee's sole discretion. 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 Covenantors 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 Covenantors 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 care of Trez Capital Limited Partnership at its offices in Vancouver, British Columbia herein described or as it or its agents may otherwise direct, before 1:00 p.m. 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 care of Trez Capital Limited Partnership, 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.

CROSS DEFAULT

In addition to the security granted hereunder, this Charge is given as further collateral security to charges registered or to be registered, or security granted, in favour of the Chargee against other lands and premises owned by the Chargors or Covenantor (the "Other Security"). Default hereunder shall constitute default under the Other Security and default under any or all of the Other Security shall constitute default hereunder.

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.

ACKNOWLEDGMENT

This Set of Standard Charge Terms No. 200033 is included in a Charge/Mortgage affecting the Premises legally described on Schedule "A" dated the 6th day of March, 2013 relating to relating to 83 condominium office units and 297 condominium parking units located at 18 Wynford Drive, Toronto, Ontario

BETWEEN:

WYNFORD PROFESSIONAL CENTRE LTD.,
as Chargor

- and -

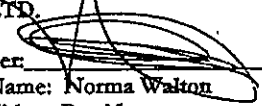
NORMA WALTON AND RONAULD WALTON
as Covenantors

-and-

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Chargee

and the Chargor and Covenantors hereby acknowledge receiving a copy of this Set of Standard Charge Terms before signing the Charge.

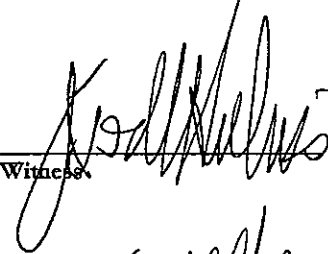
WYNFORD PROFESSIONAL CENTRE
LTD.

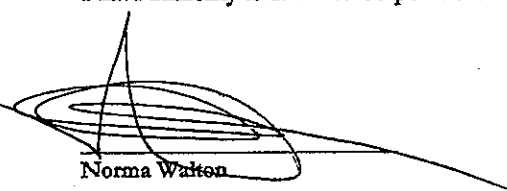
Per: 

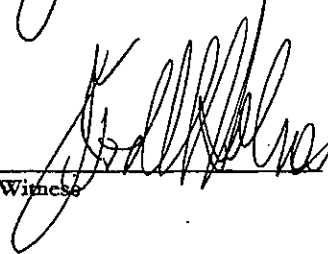
Name: Norma Walton

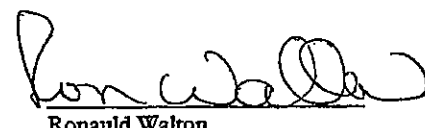
Title: President

I have authority to bind the Corporation.


Witness


Norma Walton


Witness


Ronauld Walton

SCHEDULE "A"LEGAL DESCRIPTION

Units 1 to 8, Units 12 to 18, Units 22 to 64, Units 90 to 138 and Units 140 and 141, all inclusive,
 Level 1,
 Units 1 to 16 and Units 42 to 59, all inclusive, Level 2,
 Units 9 to 14 and Units 17 to 90, all inclusive, Level 3,
 Units 3 to 16, both inclusive, Level 5,
 Unit 1, Units 3 to 17, Units 19 and 20, all inclusive, Level 6,
 Units 1 to 8 and Units 12 to 20, all inclusive, Level 7,
 Units 1 to 100 and Units 103 to 110, all inclusive, Level A,
 Metro Toronto Condominium Plan No. 1037, together with their appurtenant interests,
 City of Toronto,
 Land Titles Division for the Land Registry Office of Toronto (No. 66),
 being all of PINs 12037-0001(LT) to 12037-0008(LT), 12037-0012(LT) to 12037-0018(LT), 12037-
 0022(LT) to 12037-0064(LT), 12037-0090(LT) to 12037-0138(LT), 12037-0140(LT) to 12037-
 0157(LT), 12037-0183(LT) to 0200(LT), 12037-0219(LT) to 12037-0224(LT), 12037-0227(LT) to
 12037-0300(LT), 12037-0319(LT) to 12037-0333(LT), 12037-0335(LT) to 12037-0349(LT), 12037-
 0351(LT) to 12037-0360(LT), 12037-0364(LT) to 12037-0472(LT), 12037-0475(LT) to 12037-
 0482(LT), all inclusive;

municipally located at 18 Wynford Drive, Toronto, Ontario.

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

DYE & DUFFHAM CO. INC.
 Form No. 300E

300

Filed by:
 Dye & Duffham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

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

Exclusion of Statutory & Covenants 1. The covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge.

Right to Charge the Land 2. The Chorgor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber 3. The Chorgor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land register office disclose.

Good Title in Fee Simple 4. The Chorgor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform 5. The Chorgor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default 6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity; and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance 7. Notwithstanding the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any undrawn portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chorgor. The expenses of the examination of the title and of the Charge and validation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced; the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal 8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale 9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chorgor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chorgor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situated; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

<i>Quiet Possession</i>	10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and while the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
<i>Right to Distress</i>	11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distress therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distress for arrears of principal in the same manner as if the same were arrears of interest.
<i>Further Assurances</i>	12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whatsoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
<i>Acceleration of Principal and Interest</i>	13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
<i>Unapproved Sale</i>	14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
<i>Partial Releases</i>	15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
<i>Obligation to Insure</i>	16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
<i>Obligation to Repair</i>	17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge, or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

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

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

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the funds in composition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

Tab 9

THIS IS EXHIBIT "9" REFERRED TO IN
THE AFFIDAVIT OF GAETANO COSCIA
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014.

LRO # 65 Charge/Mortgage

Received as YR1968668 on 2013 04 23 at 16:19

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

yyyy mm dd Page 1 of 10

Properties

PIN	03221 - 0007 LT	Interest/Estate	Fee Simple
Description	PCL 5-1 SEC 65M3033; BLOCK 5 PL 65M3033; S/T LT1058547, LT1058549, LT1058556 VAUGHAN; T/W EASE & ROW OVER PT BLK 4 PL 65M3033, PTS 3 & 4 65R29851, AS IN YR965279; S/T EASE & ROW OVER PTS 1 & 2, 65R29851, IN FAVOUR OF BLK 4 65M3033, AS IN YR965279; T/W EASE & ROW OVER PT BLK 1 PL 65M3033, PTS 13 & 14, 65R27567 IN YR9605279 PARTIALLY RELEASED BY YR1300456; S/T EASE IN FAVOUR OF BLKS 3 & 4, PL 65M3033, PT BLK 2 PL 65M3033, PT 72 65R26788 & PT LT 5 CON 9 (VGN), PTS 1 TO 49, BOTH INCL., PL 65R26788, AS IN YR965281; S/T EASEMENT OVER BLOCK 5, PL 65M3033 AS IN YR1159474.		
Address	VAUGHAN		
PIN	03221 - 0008 LT	Interest/Estate	Fee Simple
Description	PCL 6-1 SEC 65M3033; BLOCK 6 PL 65M3033, S/T LT1058556, VAUGHAN; T/W EASE & ROW OVER PT BLK 4 PL 65M3033, PTS 3 & 4, 65R29851, AS IN YR965279; T/W EASE & ROW OVER PT BLK 1 PL 65M3033, PTS 13 & 14, 65R27567 AS IN YR965279 RELEASED BY YR1300456; S/T EASE IN FAVOUR OF BLKS 3 & 4, PL 65M3033, PT BLK 2 PL 65M3033, PT 72 65R26788 & PT LT 5 CON 8 (VGN), PTS 1 TO 49, BOTH INCL., PL 65R26788, AS IN YR965281; S/T EASEMENT OVER BLOCK 6, PL 65M3033 AS IN YR1159474; SUBJECT TO AN EASEMENT IN GROSS OVER PT BLK 6 PL 65M3033, PTS 4 & 5 65R32501 AS IN YR1531188		
Address	VAUGHAN		
PIN	03221 - 0147 LT	Interest/Estate	Fee Simple
Description	PT BLK 1, PL 65M3033 PTS 3, 4 & 5, 65R31079; T/W EASE & ROW OVER PT BLK 2 PL 65M3033 AND PT LOT 5 CON 8 PTS 55, 58, 60 & 65 AND 74, 65R26788 AS IN YR431534; S/T EASE & ROW IN FAVOUR OF BLKS 5 & 6, PL 65M3033 AS IN YR965279; TOGETHER WITH AN EASEMENT OVER PT BLK 1, PLN 65M3033, PT 2, 65R31079 AS IN YR1300472; SUBJECT TO AN EASEMENT OVER PT 3, 65R31079 IN FAVOUR OF PT BLK 1, PLN 65M3033, PTS 1 & 2, 65R31079 AS IN YR1300472; SUBJECT TO AN EASEMENT OVER PT 6 65R32562 IN FAVOUR OF PT BLK 1 65M3033 PTS 1 & 2 65R31079 & PTS 1 TO 12 & 15 65R27567, BLK 12 65M3033, PT BLK 2 65M3033 PTS 73 TO 76 65R26788, PT LT 5 CON 8 PT 1 65R31180 & PTS 50 TO 67 65R26788 AS IN YR1548877; TOGETHER WITH AN EASEMENT OVER PT BLK 1 PL 65M3033, PTS 2 & 3 65R32562 AS IN YR1548878; CITY OF VAUGHAN		
Address	VAUGHAN		

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 ROYAL GATE NOMINEE INC.
Address for Service 30 Hazelton Avenue
 Toronto, Ontario
 M5R 2E2

I, Norma Walton, President, have the authority to bind the corporation.

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

Name ROYAL GATE (LAND) NOMINEE INC.
Address for Service 30 Hazelton Avenue
 Toronto, Ontario
 M5R 2E2

I, Norma Walton, 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 COMPUTERSHARE TRUST COMPANY OF CANADA
Address for Service 100 University Avenue, 9th Floor
 Toronto, Ontario
 M5J 2Y1

LRO # 65 Charge/Mortgage

Received as YR1968668 on 2013 04 23 at 16:19

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

yyyy mm dd Page 2 of 10

Statements

Schedule: See Schedules

Provisions

Principal	\$ 16,800,000.00	Currency	CDN
Calculation Period	See Schedule		
Balance Due Date	2015/06/05		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date	2013 05 05		
Payment Date	5th monthly		
First Payment Date	2013 06 05		
Last Payment Date	2015 06 05		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

ROYAL GATE NOMINEE INC. is the registered owner of the lands described in PINs 03221-0007(LT) and 03221-0008(LT).

ROYAL GATE (LAND) NOMINEE INC. is the registered owner of the lands described in PIN 03221-0147(LT).

Signed By

Robert Cohen	2 Queen Street East Suite 1500 Toronto M5C 3G5	acting for Chargor(s)	Signed	2013 04 23
Tel	416-593-1221			
Fax	416-593-5437			

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	2013 04 23
Tel	416-593-1221	
Fax	416-593-5437	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : 0892260090

This is a Schedule attached to a Charge/Mortgage
between ROYAL GATE NOMINEE INC. and ROYAL GATE (LAND) NOMINEE INC.
(collectively, the "Chargors") and
COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by Norma Walton and Ronald Walton (collectively the "Covenantors")
relating to those land and premises municipally known as
1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Blvd., Vaughan, Ontario
(collectively the "Premises")

NON-MERGER

The Chargors and the Covenantors 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 LIMITED PARTNERSHIP on behalf of the Chargee, entered into with a to be incorporated company, on behalf of the Chargors, and the Covenantors dated March 14, 2013 (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 8.50% 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 5.50% on the outstanding balance of the principal sum owing from time to time for the first 24 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 fifth 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-six (366) 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 Chargors.

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 Chargors or the Chargors' solicitor.

In all other respects, interest shall be paid in accordance with the provisions of the Mortgage Commitment.

FINANCIAL STATEMENTS

The Chargors shall provide the Chargee, within 180 days after the end of each fiscal year of the Chargors, or more often if requested by the Chargee, a detailed financial statement of the Chargors including a separate income and expense statement for the Premises, an operating statement and updated rent roll containing relevant lease terms for the Premises, 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 Chargors and the Covenantors authorize the Chargee to obtain such additional financial information as the Chargee may require.

PREPAYMENT

The Chargors, when not in default, may at any time, after a minimum of \$1,039,500.00 of interest has been earned by the Chargee and paid to the Chargee on any funds advanced, and after the provision of no less than 30 days written notice, which notice must contain evidence satisfactory to the Chargee, 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.

PARTIAL DISCHARGES

Provided the Chargors are not in default hereunder, the Chargee shall provide a partial discharge of the security for the loan only upon satisfaction of the following conditions:

- a) If the To Be Severed Parcel, as defined in the Mortgage Commitment, is sold for an amount greater than \$5,000,000.00 net of closing costs (closing costs shall not exceed 5% of the gross sales price of the To Be Severed Parcel) then the Chargors shall repay the Vendor Take-Back Mortgage ("VTB Mortgage"), details of which are provided for in Schedule "B" of the Mortgage Commitment, 100% of the principal and interest outstanding, and the remaining funds shall be used to pay down the Chargee.
- b) If the To Be Severed Parcel is sold for less than \$5,000,000.00 net of closing costs (closing costs shall not exceed 5% of the gross sales price of the To Be Severed Parcel) then the Chargors shall repay the VTB Mortgage 50% of the principal and interest outstanding and the remaining funds shall be used to pay down the Chargee.
- c) Loan to value for all loans outstanding on the Remaining Parcel, as defined in the Mortgage Commitment, is to be greater than 70% of the appraised value at the time of sale of the To Be Severed Parcel. The Chargors shall provide an appraisal update letter if the To Be Severed Parcel is sold more than 1 year after the effective date of the appraisal required as a Condition Precedent under the Mortgage Commitment.
- d) Debt service coverage for the Remaining Parcel is to be no less than 1.20 times the outstanding loan balance at the time of severance and sale.

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:

- (a) "The Chargors covenant and agree with the Chargee that in the event of the Chargors are selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Premises hereby mortgaged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable."
- (b) "The Chargors acknowledge and agree that in the event there is any transfer or sale of the shares of or reconstituting of the Chargors which would result in a change of voting control or beneficial ownership thereof, such change shall be subject to the Chargee's prior written consent."

Except as provided for in the Partial Discharges section above, the Chargors 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 Chargors 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 Chargee.

PROPERTY MANAGEMENT

The Premises are to be managed at all times by a property manager satisfactory to the Chargee, and on terms satisfactory to the Chargee. A change in the property manager without the Chargee's approval shall constitute an Event of Default as defined in the Mortgage Commitment.

RECEIVERSHIP

At the option of the Chargee, it shall constitute a default hereunder if the Chargors or the Covenantors 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 Chargors, 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 Chargors under this Charge, or if the Chargors or the Covenantors seeks relief under the *Companies' Creditors Arrangement Act* or other debtor relief legislation, the Chargors 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 Chargors makes default in the payment of any principal or interest or any other monies required to be paid by the Chargors hereunder;
- (b) The Chargors fails to observe or perform any other covenant or agreement herein contained;
- (c) Any representation or warranty made herein by the Chargors 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 Chargors, or if a petition is filed for the winding up of the Chargors;
- (f) The Chargors becomes insolvent or makes an unauthorized assignment or bulk sale of the Chargors' assets or if a bankruptcy petition is filed or presented against the Chargors;
- (g) Any proceedings with respect to the Chargors are commenced under *The Companies Creditors Arrangement Act*;
- (h) An execution, sequestration, extent or any other process of any court becomes enforceable against the Chargors 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 Chargors shall permit any sum which has been admitted as due by the Chargors or is not disputed to be due by the Chargors 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 Chargors 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 Chargors cease or threaten to cease to carry on its business or if the Chargors 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 Chargors. 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 Chargors, whose appointment is irrevocable by the Chargors, for the collection of all rents or other money receivable in respect of the Premises or any part thereof, and the Chargors 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 Chargors 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 Chargors and shall have the authority to execute under seal any lease in the name of and on behalf of the Chargors, and the Chargors 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 Chargors and to carry on or concur in carrying on all or any part of the business of the Chargors;
- (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 Chargors 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 Chargors.
- (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 Chargors and to the Receiver; and

- (l) Save as to surplus money payable to the Chargors, the Chargors 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 Chargors 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 Chargors and the Covenantors hereby agree that, in addition to any liability imposed on the Chargors and the Covenantors under any instrument evidencing or securing the loan indebtedness, the Chargors and the Covenantors 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 Chargors and the Covenantors 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 ("PCB's") 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 Chargors, 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 Chargors and there are no directions, writs, junctions, 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 Chargors 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 Chargors 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 Chargors or the Premises or any action, suit or proceeding against the Chargors 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 Chargors 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 Chargors and the Covenantors 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 Chargors 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 Chargors and the Covenantors under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargors or Covenantors.

LIENS

The Chargors 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 Chargors 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 Chargors agree 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 Chargors agree not to enter into any further financing of the Premises and not to further encumber the Premises in any matter without the prior written approval of the Chargee, which approval may be withheld in the Chargee's sole discretion. The Chargors will provide evidence, satisfactory to the Chargee, as to the source of the Chargors required equity in the Premises. The Chargors shall disclose to the Chargee all existing or proposed financing related to the Premises or any security used in connection therewith and shall not further pledge, charge or otherwise encumber its interest in the Premises, nor any of the security used in connection with the Premises to any party other than the Chargee, without the prior written consent of the Chargee. The Chargee specifically acknowledges the Vendor Take Back Charge/Mortgage, as more particular described in Schedule "B" of the Mortgage Commitment.

Failure to comply with this provision shall at the option of the Chargee constitute an Event of Default under the within Charge. If the Chargors default 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 Chargors acknowledge 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 Chargors 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 Chargors agree 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 Chargors further agree 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 Chargors default 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.

CHARGORS' SHAREHOLDERS

The Chargors and the Covenantors covenant and agree with the Chargee that it will not transfer, encumber, hypothecate or dispose of any of the shares in the Chargors to persons or entities other than the Covenantors 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 care of Trez Capital Limited Partnership at its offices in Vancouver, British Columbia herein described 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 care of Trez Capital Limited Partnership, Suite 1550, 1185 West Georgia Street, Vancouver, BC V6E 4E6, and to the Chargors 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.

CROSS DEFAULT

In addition to the security granted hereunder, this Charge is given as further collateral security to charges registered or to be registered, or security granted, in favour of the Chargee against other lands and premises of the Chargors or Covenantors (the "Other Security"). Default hereunder shall constitute default under the Other Security and default under any or all of the Other Security shall constitute default hereunder.

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.

ACKNOWLEDGMENT

This Set of Standard Charge Terms No. 200033 is included in a Charge/Mortgage affecting the Premises legally described on Schedule "A" dated the 12 day of April, 2013 relating to those lands and premises municipally known as 1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Boulevard, Vaughan, Ontario

BETWEEN:

ROYAL GATE NOMINEE INC. and ROYAL GATE (LAND) NOMINEE INC.,
as Chargors

- and -

NORMA WALTON and RONAULD WALTON
as Covenantors

-and-

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Chargee

and the Chargors and Covenantors hereby acknowledge receiving a copy of this Set of Standard Charge Terms before signing the Charge.


ROYAL GATE NOMINEE INC.

Per:

Name: Norma Walton

Title: President

I have authority to bind the Corporation.

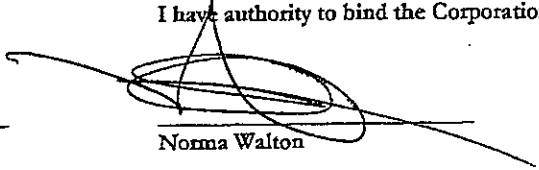

ROYAL GATE (LAND) NOMINEE INC.

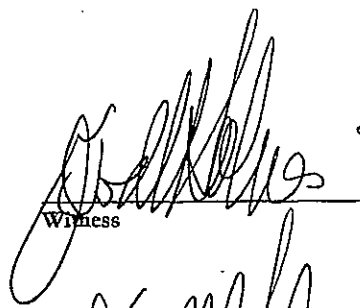
Per:

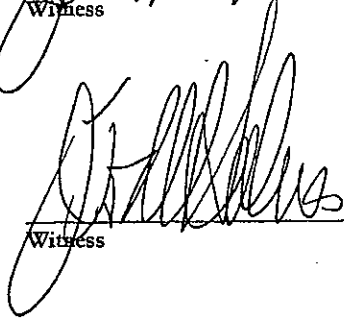
Name: Norma Walton

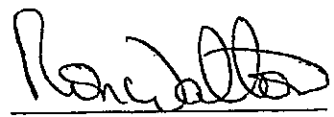
Title: President

I have authority to bind the Corporation.


Norma Walton


Witness


Witness


Ronauld Walton

SCHEDULE "A"LEGAL DESCRIPTION

Parcel 5-1, Section 65M-3033,
being Block 5, Plan 65M-3033,
City of Vaughan,
Land Titles Division of York Region (No. 65),
being the whole of PIN 03221-0007(LT).

Parcel 6-1, Section 65M-3033,
being Block 6, Plan 65M-3033,
City of Vaughan,
Land Titles Division of York Region (No. 65),
being the whole of PIN 03221-0008(LT).

Part of Block 1, Plan 65M-3033,
being Parts 3, 4 and 5, Plan 65R-31079,
City of Vaughan,
Land Titles Division of York Region (No. 65),
being the whole of PIN 03221-0147(LT).

municipally known as 1 Royal Gate Blvd., 1 Regalcrest Court and 20 Royal Gate Blvd.,
Vaughan, Ontario..

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

DYE & DURHAM CO. INC.
 Form No. 3102

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the "Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

*Exclusion of
 Statutory
 Covenants*

*Right to
 Charge the
 Land*

*No Act to
 Encumber*

*Good Title in
 Fee Simple*

*Promise to
 Pay and
 Perform*

*Interest After
 Default*

*No Obligation
 to Advance*

*Costs Added
 to Principal*

*Power of
 Sale*

1. The Implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge.
2. The Chargee now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.
3. The Chargee has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.
4. The Chargee, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisions, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.
5. The Chargee will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.
6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.
7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargee. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand thereof, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.
8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.
9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargee, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgage Act. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargee at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situated; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

- one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or resold or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.
- Quiet Possession** 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
- Right to Distress** 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distress therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved; as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in the cases of distress for rent. Provided that the Chargee may distress for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances** 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, covenants, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest** 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale** 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases** 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure** 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair** 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commit or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisions, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

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

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

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants, the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therein, shall be read and construed as "Chargor" or "Chargee", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this

day of

(year)

Tab 10

THIS IS **EXHIBIT "10"** REFERRED TO IN
THE AFFIDAVIT OF **GAETANO COSCIA**
SWORN BEFORE ME THIS 3RD DAY
OF JANUARY, 2014



A Commissioner, Notary, Etc.

Kysta Ryan, a Commissioner, etc.,
Province of Ontario, for Robins Appleby & Taub LLP,
Barristers and Solicitors.
Expires April 6, 2014

LRO # 80 Charge/Mortgage

Received as AT3364527 on 2013 07 31 at 09:44

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

yyyy mm dd Page 1 of 10

Properties

PIN 10117 - 0593 LT Interest/Estate Fee Simple
 Description PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO
 Address 1450 DON MILLS ROAD
 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 GLOBAL MILLS INC.
 Address for Service 30 Hazelton Avenue
 Toronto, Ontario
 M5R 2E2

I, Norma Walton, 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 COMPUTERSHARE TRUST COMPANY OF CANADA
 Address for Service 100 University Avenue, 9th Floor
 Toronto, Ontario
 M5J 2Y1
 Loan No. 1164/13

Provisions

Principal	\$ 21,000,000.00	Currency	CDN
Calculation Period	See Schedule		
Balance Due Date	2014/06/05		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date	2013 08 05		
Payment Date	5th monthly		
First Payment Date	2013 09 05		
Last Payment Date	2014 06 05		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor	Norma Walton and Ronauid Walton		

Additional Provisions

See Schedules

LRO # 80 Charge/Mortgage

Received as AT3364527 on 2013 07 31 at 09:44

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

yyyy mm dd Page 2 of 10

Signed By

Roman Michael Yaroslaw Pekaruk

2 Queen Street East Suite 1500
Toronto
M5C 3G5acting for
Chargor(s)

Signed

2013 07 31

Tel 416-593-1221

Fax 416-593-5437

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

2013 07 31

Tel 416-593-1221

Fax 416-593-5437

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Chargor Client File Number: 0892260086

This is a Schedule attached to a Charge/Mortgage
between GLOBAL MILLS INC. (the "Chargor")
and COMPUTERSHARE TRUST COMPANY OF CANADA (the "Chargee")
as guaranteed by Norma Walton and Ronald Walton (collectively, the "Covenantors")
relating to those lands and premises municipally known as
1450 Don Mills Road, Toronto, Ontario (the "Premises")

NON-MERGER

The Chargor and the Covenantors 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 LIMITED PARTNERSHIP on behalf of the Chargee, entered into with the Chargor and the Covenantors dated July 24, 2013, as may be amended from time to time (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 9.00% 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 dollars loans ("Prime Rate") plus six per cent (6.00%) on the outstanding balance of the principal sum owing from time to time for the first 9 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 fifth 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, 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. Specifically, the Chargor and the Covenantors consent to the Chargee obtaining credit

reports from the appropriate credit reporting agencies and relying on these reports when making decisions regarding advances under this loan.

PREPAYMENT

The Chargor, when not in default, may at any time, after a minimum of \$945,000.00 interest has been earned by the Chargee and paid to the Chargee and after the provision of no less than 30 days written notice, which notice must contain evidence satisfactory to the Chargee, 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.

PARTIAL DISCHARGES

In accordance with the provisions of the Mortgage Commitment, no partial discharges are permitted.

The Premises may be subdivided or condominiumized only with the prior written consent of the Lender, which consent may be withheld by the lender in its sole, unfettered and absolute discretion.

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:

- (a) "The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Premises hereby mortgaged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable."
- (b) "The Chargor Acknowledges and agrees that in the event there is any transfer or sale of the shares of or reconstituting of the Chargor which would result in a change of voting control or beneficial ownership thereof, such change shall be subject to the Chargee's prior written consent."

PROPERTY MANAGEMENT

The Chargor shall maintain at all times a property manager for the Premises satisfactory to the Chargee and on terms satisfactory to the Chargee. A change in the property manager without the Chargee's approval shall constitute an Even of Default as defined in the Mortgage Commitment.

RECEIVERSHIP

At the option of the Chargee, it shall constitute a default hereunder if the Chargor or the Covenantors 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 Covenantors 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 Covenantors hereby agree that, in addition to any liability imposed on the Chargor and the Covenantors under any instrument evidencing or securing the loan indebtedness, the Chargor and the Covenantors 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 Covenantors 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 ("PCB's") 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, sub-tenant 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 Covenantors 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 Covenantors under the Charge and any other exercise by the Chargee of any remedies available to it against the Chargor or Covenantors.

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 Covenantors 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 Covenantors 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 its offices in Vancouver, British Columbia herein described or as it or its agents may otherwise direct, before 1:00 p.m. Pacific Standard Time on a business 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 c/o Trez Capital Limited Partnership, 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.

CROSS DEFAULT

In addition to the security granted hereunder, this Charge is given as further collateral security to charges registered or to be registered, or security granted or to be granted, in favour of the Chargee against other lands and premises of the Chargor or Covenantors (the "Other Security"). Default hereunder shall constitute default under the Other Security and default under any or all of the Other Security shall constitute default hereunder.

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.

ACKNOWLEDGMENT

This Set of Standard Charge Terms No. 200033 is included in a Charge/Mortgage affecting the Premises legally described on Schedule "A" dated the 31 day of July, 2013 relating to 1450 Don Mills Road, Toronto, Ontario

BETWEEN:

GLOBAL MILLS INC.,
as Chargor

- and -

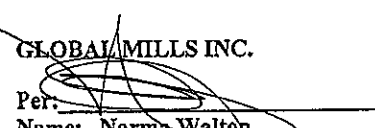
NORMA WALTON and RONAULD WALTON,
as Covenantors

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Chargee

and the Chargor and the Covenantors hereby acknowledge receiving a copy of this Set of Standard Charge Terms before signing the Charge.

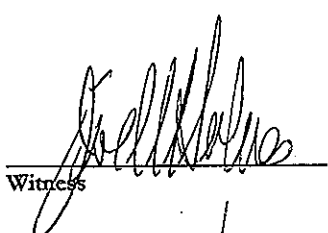
GLOBAL MILLS INC.

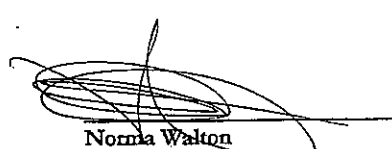
Per: 

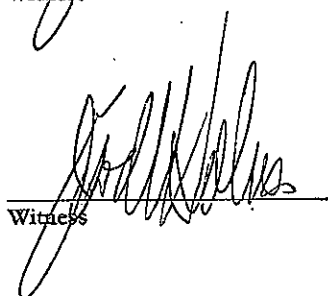
Name: Norma Walton

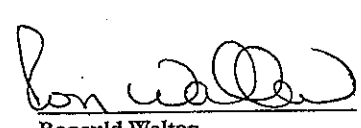
Title: President

I have authority to bind the Corporation.


Witness


Norma Walton


Witness


Ronauld Walton

SCHEDULE "A"LEGAL DESCRIPTION

PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK), CITY OF TORONTO

being all of PIN 10117-0593(LT).

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

DYE & DURHAM CO. INC.
 Form No. 300E

334

Filed by
 Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

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

*Exclusion of
 Statutory
 Covenants*

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act as amended or re-enacted are excluded from the Charge.

*Right to
 Charge the
 Land*

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

*No Act to
 Encumber*

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

*Good Title in
 Fee Simple*

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

*Promise to
 Pay and
 Perform*

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

*Interest After
 Default*

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

*No Obligation
 to Advance*

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

*Costs Added
 to Principal*

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

*Power of
 Sale*

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situated; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

- Quiet Possession* 10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.
- Right to Distain* 11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distain for arrears of principal in the same manner as if the same were arrears of interest.
- Further Assurances* 12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.
- Acceleration of Principal and Interest* 13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.
- Unapproved Sale* 14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.
- Partial Releases* 15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.
- Obligation to Insure* 16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire, but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.
- Obligation to Repair* 17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

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

**Building
Charge**

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

**Extensions
not to
Prejudice**

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

**No Merger
of Covenants**

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

**Change In
Status**

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

**Condominium
Provisions**

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

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

- (a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.
- (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.
- (c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect

the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

- (d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.
- (e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability 25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation 26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings 27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge 28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge 29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of (year)

