


This is a check "G" received to the
estate of Linda Rosenberg
made before me, this 08
day of November 2016

A CITIZEN QUALIFIED FOR TAKING AFFIDAVITS

LINDA PARIS FAITH ROSENBERG

Plaintiff

-and-

206 BLOOR STREET WEST LIMITED carrying on business as
MUSEUM HOUSE et al.
Defendants

Court File No. CV-12-469391

JUN 29/16
D. PREGER vs 206
R.D. ROLLO AND L. HILL
FOR IT

THE IT HAS CLAIMS FOR AN
ENVYABLE LIEN, A FRAUDULENT
CONVEYANCE, AND AN APPROPRIATION REMEDY,
AMONG OTHER THINGS, TO ESTABLISH
PRIORITY OR A RIGHT AGAINST
OTHERS. ACCORDINGLY, WHILE SHE
CONSENTS TO AN ORDER REMOVING THE
REGISTRAR AS DIRECTOR TO REMOVE THE
CAUTION FROM ~~SHE~~ TITLE TO 206'S
PREMISES, HER POTENTIAL PRIORITY
INTEREST OUGHT TO BE PROTECTED PENDING
~~THE~~ RESOLUTION OF THE ENTITLEMENT
OF THE IT TO PRIORITY AGREEMENT.
THAT THE ORDER TO DO THAT 206 SHALL
PAY ~~TO~~ DICKINSON WRIGHT LLP IN
TORONTO 52719-1 1171492V1
TWO THE SUM OF 300,000 AND THAT
UPON NOING SO, THE IT'S CAUTION SHALL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE DEFENDANT
206 BLOOR STREET WEST LIMITED carrying on
business as MUSEUM HOUSE

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Toronto, Ontario, M5L 1G4

DAVID P. PREGER (36870L)
Email: dpreg@ dickinsonwright.com
Tel: (416) 646-4606
Fax: (416) 865-1398

Lawyers for the Defendant, 206 Bloor Street West Limited
carrying on business as Museum House

12



21

BE DELETED FROM THE TITLE REGISTER,
 DICKINSON WRIGHT LLP SHALL HOLD THE
 SUM OF \$550,000 IN TRUST FOR THE
 IT AND 206 AS BENEFICIARIES. DICKINSON
 WRIGHT SHALL ~~AND~~ HOLD THE TRUST FUNDS IN
 AN INTEREST BEARING ACCOUNT UNTIL
 IT ~~IS~~ IS SERVED WITH ~~THE~~ OR A FINAL
 ORDER OF THE COURT OR AN APPELLATE COURT
 SPECIFYING THE AMOUNT OF TRUST FUNDS TO
 BE PAID OUT TO EACH BENEFICIARY. NO PAYMENT
 OUT SHALL BE MADE UNTIL THE TIME HAS PAST
 FOR A PARTY TO APPEAL OR TO SEEK LEAVE TO
 APPEAL AND NO SUCH PROCEEDING IS BROUGHT.

idants

- Costs reserved to the final resolution of
 the present issue.


206 BLOOR STREET WEST LIMITED carrying on business as -and- LINDA PARIS FAITH ROSENBERG
MUSEUM HOUSE
Applicant Respondent

Court File No. CV-16-55572

June 29/15

*D PREGGER FOR APP.
R.D. ROLLO AND L. HILL for
RE: RESP.*

*Order to go on terms set out in
para 1 (b) of this Notice of Application.
~~The~~ The order is not to be
transmitted to the Land Registrar
or registered or title to Unit 901 unit
Dickinson Wright LLP in trust has received
and is held 9,350,000 in accordance with
The endorsement of Party's date in Action
CV-12-469391. Costs reserved as per
the said endorsement.*



ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

DICKINSON WRIGHT LLP
Barristers & Solicitors
Suite 2200, P.O. Box 447
199 Bay Street
Toronto, Ontario, M5L 1G4

DAVID P. PREGGER
LSUC Registration No. 36870L
Email: dpregger@dickinsonwright.com

Tel: (416) 646-4606
Fax: (416) 865-1398

Lawyers for the Applicant



H



This is ~~advice~~ "H" referred to in the
will of Linda Roseberg
executed before me, this 08
day of November, 2016.

Alvin

A COMMISSIONER FOR TAKING APPOINTMENTS

Court File No.-CV-12-469391

ONTARIO
SUPERIOR COURT OF JUSTICE

| | | |
|---------------------|---|---------------------|
| THE HONOURABLE MR. |) | WEDNESDAY, THE 29TH |
| |) | |
| JUSTICE F. L. MYERS |) | DAY OF JUNE, 2016 |

BETWEEN:

LINDA PARIS FAITH ROSENBERG

Plaintiff

- and -

206 BLOOR STREET WEST LIMITED carrying on business as
MUSEUMHOUSE, CRAYON DESIGN COMPANY INC. also known as
CRAYON DESIGN CO. INC. and CHERYL KRISMER
 also known as **CHERYL ANN KRISMER**

Defendants



JUDGMENT

THESE MOTIONS made by the Plaintiff for summary judgment and by the Defendant 206 Bloor Street West Limited ("206") for summary judgment were heard on June 16, 17, July 2, July 24, August 24, 25, 26, October 20, 21, 22, December 16 and 17, 2015 at 393 University Avenue, Toronto Ontario.

ON READING the pleadings, the Plaintiff's Amended Notice of Motion, Motion Record, Supplementary Motion Record, Further Supplementary Motion Record, Factum, Book of Authorities, Compendium and Closing Brief of Documents; 206's Motion Record, Factum, Book of Authorities, Brief of Documents and Memorandum re: Plaintiff's Factum Paragraph 89; the Motion Record of the Defendants, Crayon Design Co. Inc. and Cheryl Krismer; and the Joint

- 2 -

Brief of Documents of the Plaintiff and 206; and on reading the transcripts of the cross-examinations of Linda Paris Faith Rosenberg held September 12, 23, 2014 and January 16, 2015, of Cheryl Krismer held August 20, September 9, 2014 and January 23, 2015, and of David Hart held August 18, 2014 and January 22, 2015, and the answers to undertakings filed in respect of the cross-examinations, and on hearing the evidence and the submissions of the lawyers for the Plaintiff and 206,

1. **THIS COURT ORDERS AND ADJUDGES** that 206 pay to Plaintiff the amount of \$523,750.00.
2. **THIS COURT ORDERS AND ADJUDGES** that the counterclaim of 206 is dismissed.
3. **THIS COURT ORDERS AND ADJUDGES** that 206 pay to the Plaintiff costs of these motions, and of the action and counterclaim, in the amount of \$225,000.00, inclusive of disbursements and HST (the "Costs").
4. **THIS COURT ORDERS AND ADJUDGES** that in relation to the amount referred to in paragraph 1 an appointment will be convened to determine:
 - (a) whether the Plaintiff is entitled to prejudgment interest, and if so, in what amount;
 - (b) postjudgment interest; and
 - (c) costs of the appointment.

THIS JUDGMENT BEARS INTEREST on the Costs at the rate of 2 per cent per year commencing on February 12, 2016.

TORONTO 52719-1 1150529v4

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

JUN 30 2016

PER / PAR:

206 BLOOR STREET WEST LIMITED carrying on business as -and- LINDA PARIS FAITH ROSENBERG
MUSEUM HOUSE et al.
Applicant Respondent

Court File No. CV-16-555721

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Commerce Court Postal Station
Toronto, Ontario, M5L 1G4

DAVID P. PREGGER
LSUC Registration No. 36870L
Email: dpregger@dickinsonwright.com

Tel: (416) 646-4606
Fax: (416) 865-1398

Lawyers for the Applicant



This is to certify "I" referred to in the
affidavit of Linda Rosenberg,
sworn before me, this 05
day of November, 2016.

J. Hill

NOTARY PUBLIC AND PUBLIC ADMINISTRATOR

| Properties | | | |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|
| <i>PIN</i> | 76254 - 0007 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0064 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0076 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 13, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306., THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0009 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0056 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 7, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0063 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 14, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0011 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306., THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | TORONTO | | |
| <i>PIN</i> | 76254 - 0039 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306. THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND | | |

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| Properties |
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TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0047 LT *Interest/Estate* Fee Simple

Description UNIT 12, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0012 LT *Interest/Estate* Fee Simple

Description UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0084 LT *Interest/Estate* Fee Simple

Description UNIT 7, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0085 LT *Interest/Estate* Fee Simple

Description UNIT 8, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0086 LT *Interest/Estate* Fee Simple

Description UNIT 9, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0013 LT *Interest/Estate* Fee Simple

Description UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0034 LT *Interest/Estate* Fee Simple

Description UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address TORONTO

PIN 76254 - 0015 LT *Interest/Estate* Fee Simple

Description UNIT 1, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS

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| | APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0050 LT Interest/Estate Fee Simple |
| Description | UNIT 1, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0062 LT Interest/Estate Fee Simple |
| Description | UNIT 13, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0019 LT Interest/Estate Fee Simple |
| Description | UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0036 LT Interest/Estate Fee Simple |
| Description | UNIT 1, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0048 LT Interest/Estate Fee Simple |
| Description | UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0021 LT Interest/Estate Fee Simple |
| Description | UNIT 1, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | TORONTO |
| PIN | 76254 - 0053 LT Interest/Estate Fee Simple |
| Description | UNIT 4, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |

Properties

Address TORONTO
PIN 76254 - 0061 LT *Interest/Estate* Fee Simple
Description UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO
PIN 76254 - 0027 LT *Interest/Estate* Fee Simple
Description UNIT 1, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO
PIN 76254 - 0029 LT *Interest/Estate* Fee Simple
Description UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO
PIN 76254 - 0030 LT *Interest/Estate* Fee Simple
Description UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO
PIN 76254 - 0031 LT *Interest/Estate* Fee Simple
Description UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO
PIN 76254 - 0089 LT *Interest/Estate* Fee Simple
Description UNIT 12, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO
Address TORONTO

Chargor(s)

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

Name 206 BLOOR STREET WEST LIMITED
Address for Service c/o Romspen Investment Corporation
 162 Cumberland Street
 Suite 300
 Toronto, Ontario
 M5R 3N5

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.

I, Wesley Roitman, 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 UNITED OVERSEAS BANK LIMITED
 Address for Service 650 West Georgia Street
 Suite 1680
 P.O.Box 11616
 Vancouver, BC
 V6B 4N9

Statements

Schedule: See Schedules

Provisions

Principal \$10,000,000.00 *Currency* CDN
Calculation Period
Balance Due Date On Demand
Interest Rate Lender's Prime Rate + 1.25%
Payments
Interest Adjustment Date
Payment Date 26th day of each month
First Payment Date
Last Payment Date
Standard Charge Terms
Insurance Amount full insurable value
Guarantor

Additional Provisions

Payment: Interest Only

Signed By

Gregory David Sanders 181 University Ave, Suite 816 acting for Chargor Signed 2013 01 17
 Toronto (s)
 M5H 2Y7

Tel 4163646211

Fax 4163641697

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

Submitted By

RICKETTS, HARRIS 181 University Ave, Suite 816 2013 01 17
 Toronto
 M5H 2Y7

Tel 4163646211

Fax 4163641697

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

ADDITIONAL PROVISIONS

The following additional provisions shall be included in and form part of this Charge:

INTERPRETATION

1. Definitions

Unless there is something in the subject matter or context inconsistent therewith, in these additional provisions, the following expressions shall have the following meanings:

"Act" means the *Land Registration Reform Act*, R.S.O. 1990, c.L.4, as amended and/or restated from time to time.

"Applicable Laws" means all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits licenses, authorizations, approvals and all applicable common laws or equitable principles whether now or hereafter in force and effect.

"Borrower" means the Borrower as defined in the Commitment.

"Business Day" means a day of the year, other than a Saturday, Sunday or statutory holiday in the Provinces of Ontario or British Columbia, on which the Chargee is open for business at its executive offices in Vancouver, British Columbia.

"Change of Control" means 1442739 Ontario Limited; 1589171 Ontario Inc.; 2059938 Ontario Inc.; 2112518 Ontario Limited; Blutrich Holdings Inc.; Empire Milling Limited; Pastoral Investments Limited; Renovay Investments Limited; Romspen Holdings Inc.; Tochter Investments Limited; 1517939 Ontario Inc. and 1209818 Alberta Ltd. ceases to Control, directly or indirectly, any of the Obligors.

"Charge" means:

- (a) the Charge Form, together with
- (b) these additional provisions; and
- (c) any other schedules hereto.

"Charge Form" means

- (a) for the non-electronic paper based registration system, the Charge/Mortgage of Land (Form 2) to which these additional provisions are attached, and
- (b) for the electronic registration system, the Charge to which these additional provisions are attached prepared in the electronic format and registered electronically pursuant to Part III of the Act.

"Chargee" means United Overseas Bank Limited.

"Chargor" means 206 Bloor Street West Limited.

"Commitment" means the commitment letter December 10, 2012 between the Chargee and the Borrower in respect of the Loan, and all amendments thereto.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"Costs" means all reasonable fees, costs, charges and expenses of the Chargee of and incidental to:

- (a) the preparation, execution and registration of this Charge and any other instruments connected herewith and every renewal hereof, including, without limitation, all of the Loan Documents,

- (b) the collection, enforcement, realization of and upon this Charge and the other Loan Documents,
- (c) procuring payment of the Obligations due and payable hereunder, including without limitation, foreclosure, power of sale, execution, judicial sale, court appointed receivership and management of the Properties or other proceedings of enforcement commenced by the Chargee or any other party,
- (d) any inspection required to be, and actually, made of the Properties,
- (e) all necessary repairs required to be, and actually, made to the Properties,
- (f) the Chargee having to go into possession of the Properties and secure, complete and equip the building or buildings in any way in connection therewith, including without limitation any leasehold inducements or improvements required to lease the Properties,
- (g) the Chargee's renewal of any leasehold interests,
- (h) the exercise of any of the powers of a receiver contained herein, and
- (i) any Transfers or any changes to, amendments of, or alterations to, the Loan or Loan Documents by request or reason of the Chargor, including without limitation, any costs of the Chargee in granting approvals or consents thereto and the costs of obtaining confirmation thereof by applicable rating agencies,

and all reasonable legal costs incurred by the Chargee on a substantial indemnity basis, and all reasonable costs and expenses of any examination of title to and of valuation of the Properties or the obtaining of credit reports on any Obligor.

"Default" means any event or condition that would constitute an Event of Default upon satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

"Event of Default" means any one or more of the following events:

- (a) if the Chargor fails to pay any amount of principal of the Loan when due;
- (b) if the Chargor fails to pay any interest, fees or other Obligations (other than any principal amount) when due and such default continues for three Business Days after notice of such default has been given by the Chargee to the Chargor;
- (c) if the Chargor sells, assigns, transfers, conveys, or otherwise disposes of, or permits the sale, assignment, transfer, conveyance, or other disposition of, all or any portion of the Properties in contravention of the provisions of the Loan Documents;
- (d) if there is a breach of any of the Financial Covenants (as defined in the Commitment);
- (e) if any Obligor neglects to observe or perform any covenant or obligation contained in this Charge, the Commitment or any other Loan Document on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this definition or such Loan Document) and such Obligor fails to remedy such default within 15 days from the earlier of (i) the date such Obligor becomes aware of such default, and (ii) the date the Chargee delivers written notice of the default to such Obligor;
- (f) if any information, representation or warranty given or made by any Obligor in the Commitment, any Loan Document or in any certificate or other document at any time delivered hereunder to the Chargee proves to have been incorrect or misleading in any material respect on and as of the date that it was made or was deemed to have been made and such Obligor fails to remedy such default within ten (10) Business Days of the occurrence of such event (or such longer period as the Chargee may agree to having regard to the nature of such default and provided the affected Obligor is proceeding diligently to cure such default);
- (g) if any Obligor ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its Debts generally;

- (h) if any Obligor denies, to any material extent, its obligations under any Loan Document or claims any of the Loan Documents to be invalid or withdrawn in whole or in part;
- (i) any of the Loan Documents or any material provision of any of them becomes unlawful or is changed by virtue of legislation or by a governmental authority, if any Obligor does not, within 15 Business Days of receipt of notice of such Loan Document or material provision becoming unlawful or being changed, replace such Loan Document with a new agreement that is in form and substance satisfactory to the Chargee, acting reasonably, or amend such Loan Document to the satisfaction of the Chargee acting reasonably;
- (j) if a decree or order of a court of competent jurisdiction is entered adjudging an Obligor a bankrupt or insolvent or approving as properly filed a petition seeking the winding-up of an Obligor under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *United States Bankruptcy Code* or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any substantial part of the assets of an Obligor or ordering the winding-up or liquidation of its affairs and such decree, order or petition is not stayed;
- (k) if any Obligor becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *United States Bankruptcy Code*, the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;
- (l) if any Person, other than a tenant or other occupant of the Properties, takes possession, by appointment of a receiver, receiver and manager or otherwise, of all or any part of the Properties;
- (m) if proceedings are commenced for the dissolution, liquidation or voluntary winding-up of any Obligor, or for the suspension of the operations of any Obligor unless such proceedings are being actively and diligently contested in good faith;
- (n) if a final judgment or decree for the payment of money due has been obtained or entered against an Obligor in an amount, when combined with any other such judgment or decrees, is in an amount in excess of \$100,000 and such judgment or decree has not been and remained vacated, discharged or stayed pending appeal within the applicable appeal period or the applicable Obligor has not demonstrated to the satisfaction of the Chargee, acting reasonably, that it has the financial ability to satisfy such judgement or decree without adversely affecting in any material way, such Obligor's ability to perform its obligations under the Loan Documents;
- (o) if an event of default as defined in any indenture or instrument evidencing, or under which, any indebtedness for borrowed money of an Obligor is outstanding occurs and is continuing and such debt is (i) debt owing by an Obligor to the Chargee, or (ii) debt owing by an Obligor to any other Person;
- (p) if any Security ceases to constitute a valid and perfected first priority security interest and, provided the Chargee, acting reasonably, is satisfied that its position will not be prejudiced, the applicable Obligor has failed to remedy such default within five Business Days of becoming aware of such fact;
- (q) if, except as permitted under the Loan Documents, there is any reorganization of any Obligor or any consolidation, merger or amalgamation of any Obligor with any

other company or companies, the effect of which would be a Material Adverse Change, or if a Change of Control occurs;

- (r) if any part of the Properties is expropriated and, in the opinion of the Chargee, acting reasonably, such expropriation materially impairs any of (i) the value of the Properties, (ii) the validity, enforceability or priority of the Security, or (iii) the ability of any Obligor to fulfill its Obligations; or
- (s) if in the opinion of the Chargee, acting reasonably, a Material Adverse Change has occurred.

"Governmental Authority" means any federal, provincial, municipal or other form of government or any political subdivision or agency thereof, and any body or authority exercising any functions of government, including any court.

"Hazardous Substances" means substances or conditions that are prohibited, controlled or otherwise regulated or are otherwise hazardous in fact, such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments.

"Interest Rate" means the rate of interest set out in and calculated in accordance with these additional provisions or as shown on the Charge Form, as the case may be.

"Lease" means any lease, sublease, or agreement to lease or sublease space at or in the Properties.

"Lien" means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement (express or prescribed), preference, priority, trust, or other security interest or encumbrance of any kind or nature whatsoever with respect to any of the Properties.

"Loan" means the loan advanced by the Chargee to the Borrower in the Principal Amount in accordance with this Charge.

"Loan Documents" means, collectively, (i) the Commitment, (i) the Security, and (iii) all present and future agreements, documents, certificates and instruments delivered by or on behalf of the Obligors or any of them to the Chargee in connection with the Loan, in each case as the same may from time to time be amended, restated or replaced.

"Material Adverse Change" means any event or occurrence which, when considered individually or together with other events or occurrences, has a material adverse effect on (i) the business, assets, liabilities, operations, results of operations, condition (financial or other) or prospects of an Obligor, (ii) the value or marketability of the Properties, or (iii) the ability of any Obligor to perform its Obligations in all material respects

"Obligations" means all obligations of the Obligors or any of them to the Chargee under or in connection with the Loan Documents, including (i) the Principal Amount, (ii) all interest thereon and compound interest as provided in this Charge, (c) all Costs, and (d) all other debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Obligors or any of them to the Chargee or remaining unpaid by the Obligors or any of them to the Chargee under or in connection with the Loan Documents, and whether incurred by any Obligor alone or with another or others and whether as principal or surety, and all interest, fees and Costs relating thereto.

"Obligors" means, collectively, the Chargor, the Borrower and the Guarantor (if any) and **"Obligor"** means any one of them, as the context may require.

"Permitted Encumbrances" means, as of any particular time, any of the following encumbrances provided that the Chargee is satisfied that same do not, in the aggregate, materially impair the servicing, development, construction, operation, management or marketability of the Properties, or the validity, enforceability or priority of this Charge:

- (a) Liens for Taxes or utility charges in either case only if same are not yet due or payable;

- (b) registered easements, rights of way, restrictive covenants and servitudes and other similar rights in land granted to, reserved or taken by any Governmental Authority or public utility, or any registered subdivision, development, servicing, site plan or other similar agreement with any Governmental Authority or public utility provided in each case that
 - (i) same has been complied with, and
 - (ii) the Chargee, acting reasonably, is satisfied in its sole discretion with the nature, scope and cost of any outstanding obligations thereunder and security, if required, has been posted to ensure performance of all such obligations;
- (c) minor title defects or irregularities;
- (d) any subsisting reservations contained in the original grant of the Properties from the Crown; or
- (e) leases of the Properties which are either
 - (i) disclosed by the Chargor to the Chargee prior to the Loan being made in a rent roll or other document, or
 - (ii) entered into after the Loan is made in accordance with the Loan Documents; and
- (f) such other Liens consented to in writing by the Chargee in its sole discretion.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Principal Amount" means the amount referred to in the Charge Form as the Principal Amount.

"Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments, decrees, orders and approvals of any federal, territorial, provincial, regional, municipal or local judicial, regulatory or administrative agency, board or governmental authority relating to environmental or occupational health and safety matters and the Properties and the activities carried out thereon (whether in the past, present or the future) which have the force of law, including, but not limited to, all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) the generation, handling, treatment, storage, transportation or disposal of or other dealing with solid, gaseous or liquid waste; and (c) the presence on or at the Properties of Hazardous Substances.

"Security" means this Charge and all other documents creating a lien in favour of, or any collateral held from time to time by, the Chargee, in each case securing or intended to secure repayment of the Obligations.

"Taxes" means all taxes, rates, assessments, levies, liens and penalties, municipal, local, parliamentary or otherwise, that now are or may hereafter be imposed, charged or levied upon or with respect to the Properties.

"Transfer" means any sale, transfer, assignment, conveyance or other disposition of the Properties, in whole or in part, or of any interest therein, subject to the further provisions of Section 45, entitled "Transfers".

"Transferee" means any purchaser, transferee or assignee pursuant to a Transfer.

2. Obligations as Covenants

Each obligation of the Chargor expressed in this Charge, even though not expressed as a covenant, is deemed for all purposes to be a covenant made with the Chargee.

3. Land Registration Reform Act

The parties hereby exclude from this Charge all of the covenants deemed to be included by Section 7(1) of the Act, which covenants are hereby replaced by the covenants and agreements contained herein.

4. Severability

If any one or more of the provisions contained in this Charge shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Chargee, be severable from and shall not affect any other provision of this Charge, but this Charge shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Charge.

5. Interpretation and Headings

The words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to the whole of this Charge including, without limitation, these additional provisions, and not to any particular Section or other portion thereof or hereof and extend to and include any and every document supplemental or ancillary hereto or in implementation hereof. Words in the singular include the plural and words in the plural include the singular. Words importing the masculine gender include the feminine and neuter genders where the context so requires. Words importing the neuter gender include the masculine and feminine genders where the context so requires. Whenever two or more persons are under a liability hereunder such liability shall be both joint and several. The headings do not form part of this Charge and have been inserted for convenience of reference only.

6. Successors and Assigns

Every reference in this Charge to a party hereto shall extend to and include the heirs, executors, administrators, successors and assigns of such party. This Charge shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Charge may be assigned by the Chargee at any time without prior notice to or consent of the Chargor.

7. Date of Charge

Notwithstanding the actual date of execution or registration of this Charge, this Charge may be referred to in the Loan Documents as having been executed as of, or bearing a formal date of December 27, 2012.

8. No Merger

Notwithstanding the execution and delivery of this Charge and the other Loan Documents and the advance of all or part of the Loan, the Commitment shall remain in full force and effect and the provisions thereof are intended not to merge or be extinguished. In the event of any inconsistency between the terms of this Charge and the Commitment, the Commitment shall prevail.

CHARGE, PAYMENTS, INTEREST

9. Charge

As security for the payment and performance to the Chargee of the Obligations, the Chargor hereby mortgages and charges the Properties to and in favour of the Chargee.

10. Interest

The Principal Amount shall bear interest at the Interest Rate both before and after default, demand, maturity and judgment until paid.

11. Payment

- (a) This Charge shall operate until all Obligations are paid and performed in full in the manner provided in this Charge. The provisions of subsection 6(2) of the Act are hereby expressly excluded from the terms of this Charge.

- (b) Interest at the Interest Rate on the amounts from time to time advanced, computed from the respective dates of such advances, shall become due and be paid on the first Business Day of each month following the date of the first advance to and including the Interest Adjustment Date set out in the Charge Form. At the option of the Chargee, interest so due and payable may be deducted from such advances. Thereafter the sums set out in the Charge Form shall become due and be paid on each Payment Date and Period set out in the Charge Form. However, if specific dates have not been inserted in the Charge Form for the Interest Adjustment Date, First Payment Date, Last Payment Date or Balance Due Date, then the Interest Adjustment Date shall be deemed to be the first Business Day of the calendar month next following the earlier of the following dates:
- (i) the date by which the entire Principal Amount has been advanced, and
 - (ii) the date the Chargee exercises any right it may have to cancel its commitment to advance any unadvanced portion of the Principal Amount

(unless the earlier of such dates occurs on the first Business Day of a calendar month, in which event that date shall be deemed to be the Interest Adjustment Date), the First Payment Date shall be deemed to be the first Business Day of the calendar month next following the deemed Interest Adjustment Date and both the Last Payment Date and Balance Due Date shall be deemed to be the date that occurs such number of months following the deemed Interest Adjustment Date as corresponds with the number of months in the term of this Charge. If the Payment Date and Period have not been inserted in the Charge Form, then principal and interest payments shall be payable monthly on the first day of each month commencing on the First Payment Date. On the Balance Due Date, all Obligations then remaining, including, without limitation the balance of the Principal Amount and interest thereon, will be repaid in full.

- (c) The Chargor may at any time, and from time to time, repay the whole or any part of the Principal Amount, provided that:
- (i) the Chargor must give written notice to the Chargee at least three Business Days prior to the repayment date; and
 - (ii) each repayment must be in the amount that is an integral multiple of \$100,000.

Any portion of the Principal Amount prepaid cannot be redrawn by the Chargor.

12. Timing, Place of Payments

Notwithstanding any other provision of this Charge, all payments under this Charge shall be paid to the Chargee or as the Chargee may otherwise direct the Chargor in writing, such payments to be made before 2:00 p.m. o'clock (Eastern Standard Time) on any day on which payment is to be made. If for any reason any payment is made after 2:00 p.m. o'clock (Eastern Standard Time) on any particular Business Day or on any day that is not a Business Day, it is understood and agreed that any such payment will be deemed to have been made on the next following Business Day.

13. Advances and Expenses

All advances are to be made in such manner at such times and in such amounts, up to the Principal Amount, as the Chargee in its sole discretion may determine, subject always to the proviso that the Chargee is not bound to advance any unadvanced portion thereof. The Chargor agrees that neither the preparation, execution nor registration of this Charge shall bind the Chargee to advance the Principal Amount, nor shall the advance of a part of the Principal Amount bind the Chargee to advance the unadvanced portion thereof, but nevertheless this Charge shall take effect forthwith upon the execution of the Charge Form by the Chargor. The Chargee's Costs shall be, in the event of the whole or any balance of the Principal Amount not being advanced, payable forthwith by the Chargor to the Chargee and, together with interest thereon at the Interest Rate, shall be added to the Obligations and secured by this Charge.

14. Compound Interest

All interest on becoming overdue, and any amount, cost, charge or expense that has been added to the Obligations under the terms of this Charge, shall be treated (as to payment of interest thereon as aforesaid) as principal and shall bear compound interest at the Interest Rate both before

and after default, demand, maturity and judgment until paid, and all such interest and compound interest shall be added to the Obligations and secured by this Charge. If any of the monies hereby secured are not paid when due, the Chargor will, so long as any part thereof remains unpaid, pay interest thereon as above provided.

15. Application of Instalments

The monthly instalments set out in the Charge Form are to be applied firstly to the interest portion of the Obligations and the balance of the said monthly instalments shall be applied to the principal component of the Obligations; except, however, following the occurrence and during the continuance of an Event of Default, the Chargee may then apply any payments received to any part of the Obligations in whatever order it may elect notwithstanding any contrary stipulation by the Chargor.

16. Pre-Authorized Payment Plan/Dishonoured Payments

- (a) The Chargor, on written request from the Chargee, and at the Chargee's option, will make all payments pursuant to this Charge by pre-authorized chequing or electronic debit entry on an account maintained by the Chargor and will execute and provide such written authorizations and sample cheques as the Chargee may require.
- (b) If any cheque issued by the Chargor to the Chargee or any electronic direct-debit transfer in payment of any amount due and owing hereunder is not honoured when presented for payment, the Chargor shall pay to the Chargee on demand all expenses incurred by the Chargee as a result of such dishonour and the Chargee's reasonable administrative costs arising therefrom, which expenses and costs shall, together with interest thereon at the Interest Rate, be added to the Obligations and secured by this Charge and shall be forthwith due and payable to the Chargee.

17. Covenant to Pay

The Chargor covenants with the Chargee that the Chargor will pay and perform the Obligations to the Chargee as and when provided in this Charge without any deduction, set-off, abatement or counterclaim. If more than one Person signs this Charge as Chargor, such Persons are jointly and severally liable to perform and observe all of the Obligations herein.

18. Taxes

- (a) The Chargor covenants with the Chargee to pay all Taxes promptly as they fall due and will forthwith provide the Chargee with evidence satisfactory to the Chargee of payment thereof. Without limiting or restricting any other covenant or obligation on the part of the Chargor under this Charge, but subject to the terms of the Commitment, it is understood and agreed that the Chargee shall during the term of this Charge estimate the amount of the Taxes and
 - (i) the Chargor will pay to the Chargee on each monthly instalment due date hereunder, an amount estimated by the Chargee to be sufficient to pay the Taxes as they become due and payable;
 - (ii) if the Taxes for any period together with any interest and penalties thereon exceed the estimated amount or if any part of the estimated amount paid to the Chargee being applied by the Chargee in or toward principal, interest or other monies in default, the Chargor will pay to the Chargee on demand the amount required to make up the deficiency (the "Deficiency") occurring as a result of the foregoing. In the event of a Deficiency, the Chargee may, but shall not be obliged to, pay the Taxes and the Chargor shall, on request by the Chargee, either pay the Deficiency, with interest thereon at the Interest Rate, to the Chargee forthwith or, if the Chargee so elects, pay the Deficiency to the Chargee, with interest thereon at the Interest Rate, in monthly instalments specified by the Chargee from time to time;
 - (iii) so long as no Event of Default has occurred and is continuing, the Chargee may apply such payments on the Taxes annually, semi-annually or as and when such Taxes become owing and due;
 - (iv) if before any such sum or sums in the hands of the Chargee shall have been so applied, there shall be default in respect of any payment of the

Obligations, the Chargee may, at its option, apply such sum or sums in or toward payment of such Obligations so in default;

- (v) if the Chargor desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Chargor shall pay to the Chargee such additional amounts as are required for that purpose;
 - (vi) when making advances from time to time of the Principal Amount or any part thereof, the Chargee may, and is hereby directed to, deduct and pay out of any such advances any amount that shall have become due and payable on account of Taxes; and
 - (vii) at the time of the first advance the Chargor shall pay to the Chargee an amount that Chargee reasonably estimates is required to pay the Taxes next coming due following the making of the Loan.
- (b) Nothing herein shall create, with respect to any monies paid pursuant hereto, a relationship of trust between the Chargee and the Chargor nor shall the Chargee be accountable to the Chargor for any interest on any monies so received or for any penalties accruing from time to time on unpaid Taxes.
- (c) The Chargor agrees that the Chargee has no obligation to pay to the Chargor, and the Chargor is not entitled to, any interest on any amount of monies held by the Chargee on account of payment of Taxes from the time the Chargee receives such monies from the Chargor until the Chargee disburses such monies in accordance with this Section.
- (d) The Chargor will transmit to the Chargee true copies of the assessment notices, tax bills and other notices affecting the imposition of Taxes within 30 days of receipt of the same by the Chargor.

REPRESENTATIONS, WARRANTIES, COVENANTS

19. Authorization, Power and Authority

The Chargor represents and warrants to the Chargee that each Obligor: (a) which is a corporation is a duly organized and validly existing corporation under the laws of its governing jurisdiction; (b) which is a partnership is a valid and subsisting general or limited partnership, as the case may be, under the laws of its governing jurisdiction; (c) which owns an interest in the Properties has full power, authority and legal right to own the Properties and to carry on its business thereon in compliance with all Applicable Laws and is duly licensed, registered or qualified in all jurisdictions where the character of its undertaking, Properties and assets or the nature of its activities makes such licensing, registration or qualification necessary or desirable; (d) has full power, authority and legal right to enter into each of the Loan Documents to which it is a party and to do all acts and execute and deliver all other documents as are required to be done, observed or performed by it in accordance with their respective terms; (e) has taken all necessary action and proceedings to authorize the execution, delivery and performance of the Loan Documents to which it is a party and to observe and perform the provisions of each in accordance with its terms; (f) shall maintain in good standing its existence, capacity, power and authority as a corporation or partnership, as the case may be, and shall not liquidate, dissolve, wind-up, terminate, merge, amalgamate, consolidate, reorganize or restructure or enter into any transaction or take any steps in connection therewith; and (g) will not amend any of its articles, memorandum or other charter documents, partnership agreement, joint venture agreement, declaration of trust, trust agreement, by-laws, unanimous shareholder agreement, or any and all other similar agreements, documents and instruments pursuant to which it is constituted, organized or governed in a manner that could reasonably be expected to have a Material Adverse Effect.

20. Enforceability

The Chargor represents and warrants that the Loan Documents constitute valid and legally binding obligations of each Obligor that is a party thereto, enforceable against each of them in accordance with their terms, and are not subject to any right of rescission, and at the date of entering into the Loan Documents, no Obligor has any right of set-off, counterclaim or defence in respect of the Chargee, the Loan or the Loan Documents. Neither execution and delivery of the Loan Documents, nor compliance with the terms and conditions of any of them (a) has resulted or will result in a violation of the constituting documents governing any Obligor, including any unanimous shareholders' agreement, or any resolution passed by the board of directors,

shareholders or partners, as the case may be, of any Obligor, (b) has resulted or will result in a breach of or constitute a default under Applicable Laws or any agreement or instrument to which any Obligor is a party or by which it or the Properties or any part thereof is bound, or (c) requires any approval or consent of any Person except such as has already been obtained.

21. Litigation

The Chargor represents and warrants that there are no existing or threatened actions, proceedings or claims against or relating to the Properties or any Obligor except as disclosed to and accepted by the Chargee in writing prior to the Loan advance. Upon becoming aware of any threatened or actual action, proceeding or claim against or relating to the Properties or any Obligor, the Chargor shall promptly notify the Chargee of same and shall provide the Chargee with reasonable information concerning such action, proceeding or claim as the Chargee may require from time to time.

22. Good Title

The Chargor has good and marketable title in fee simple to the Properties.

23. Residency

The Chargor is not now, and will not be at any time prior to the discharge of this Charge, a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

24. Right to Charge

The Chargor covenants that it has the right to give this Charge.

25. Quiet Possession

The Chargor covenants that upon the occurrence and during the continuance of an Event of Default, the Chargee shall have quiet possession of the Properties, free from all Liens except Permitted Encumbrances and those disclosed at the date of this Charge by the records of the appropriate land registry office as are agreed to by the Chargee.

26. Services, Access and No Expropriation

All services and utilities (including storm and sanitary sewers, water, hydro, telephone and gas services) necessary for the use and operation of the Properties are located in the public highway(s) abutting the Properties (or within easements disclosed to and approved by the Chargee in writing prior to the Loan advance) and are connected and available to the Properties. The Properties has unrestricted and unconditional rights of public access to and from public highways (completed, dedicated and fully accepted for public use by all applicable Governmental Authorities) abutting the Properties at all existing access points. The Chargor is not aware of any proposed changes affecting such access or public highways. The Chargor is not aware of any existing or threatened expropriation or other similar proceeding in respect of the Properties or any part thereof.

27. Right of Inspection

The Chargee and its agents and employees shall have the right, subject to the rights of tenants under the Leases, to enter and inspect the Properties at all reasonable times and, except in an emergency or following a Default of the Chargor under any of the Loan Documents, upon reasonable notice to the Chargor. Upon a Default of the Chargor under any of the Loan Documents, the Chargee may also enter upon the Properties and make such repairs as it deems necessary and the costs of such repairs, together with interest thereon at the Interest Rate, shall be payable immediately by the Chargor to the Chargee and until paid, shall be added to the Obligations and secured by this Charge. The Chargee shall not be a mortgagee in possession by reason of its exercise of any of its rights hereunder.

28. Permits; Conduct of Business

The Chargor: (a) has obtained all necessary permits, agreements, rights, licences, authorizations, approvals, franchises, trademarks, trade names and similar property and rights (collectively "Permits") necessary to permit the lawful construction, occupancy, operation and use of the Properties; (b) shall maintain all such Permits in good standing and in full force and effect; (c) has delivered to the Chargee complete copies of each Permit existing as of the date of the Loan advance; (d) shall not terminate, amend or waive any of its rights and privileges under any Permits without the Chargee's prior written consent in its sole discretion; (e) is not in default under any

Permits and is not aware of any proposed changes to any Permits (including pending cancellation, termination or expiry thereof); and (f) will engage in business of the same general type as now conducted by it; carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice. No action, proceeding, notice, judgment, order or claim has been given or received by or on behalf of the Chargor alleging or relating to any such default, proposed changes or other dispute in respect of any Permit and the Chargor shall promptly deliver to the Chargee any such action, proceeding, notice, order, judgment or claim given or received by the Chargor at any time in the future.

29. Estoppel Certificates

Within 10 Business Days following a request by the Chargee from time to time, the Chargor shall, at the Chargor's expense, provide the Chargee with a statement certifying (a) the original and outstanding Principal Amount, (b) the Interest Rate, (c) the date of the last payment of principal and interest, (d) that no offsets or defences to the payment of the Obligations exist, or if any are alleged, the particulars thereof, (e) that the Loan Documents have not been amended, or if amended, the particulars thereof, and (f) that, to its knowledge, there is no existing Default or Event of Default under any of the Loan Documents, or if any such Default or Event of Default exists, the particulars thereof and any action being taken to remedy such Default or Event of Default.

30. Further Assurances

The Chargor covenants that it will execute such documents and further assurances of the Properties and take such action, all at its own expense, as may be requisite to carry out the intention of this Charge or any other Loan Document.

31. No Act to Encumber

The Chargor covenants that neither it nor any other Obligor has done any act to encumber the Properties, except as the records of the appropriate land registry office disclose; the Chargor shall not, without the Chargee's prior written approval, not to be unreasonably withheld or delayed, charge, encumber or otherwise create any Lien in respect of the Properties or any part thereof or interest therein or permit any Lien thereon, in each case other than Permitted Encumbrances.

32. Compliance and No Material Adverse Change

The Chargor is not aware of any action, proceedings, notices, judgments, orders or claims by any Person alleging or relating to any non-compliance by the Properties with any Applicable Laws, Permitted Encumbrances, material agreements or any permits, licenses or approvals and the Chargor shall promptly deliver to the Chargee copies of any such actions, proceedings, notices, judgments, orders or claims received by the Chargor after the Loan advance. The Chargor covenants and agrees to forthwith provide written notice to the Chargee of any circumstances, events, actions, claims or changes which constitute or could reasonably be expected to constitute a Material Adverse Change.

33. Hazardous Substances

- (a) The Chargor warrants and represents that, except as disclosed in the Environmental Report (as defined in the Commitment), to the best of its knowledge and belief:
- (i) no Hazardous Substances have been or will be used, stored, processed, manufactured, handled or discharged in, on, under or from the Properties except in accordance with all Requirements of Environmental Law;
 - (ii) neither the Properties nor any adjacent lands have ever been used as or for a waste disposal site or coal gasification site, and there are not now, nor were there ever, any underground storage tanks on the Properties;
 - (iii) all permits, licences, certificates, approvals, authorizations, registrations or the like required by the Requirements of Environmental Law for the operation of the Chargor's business on the Properties have been obtained and are valid, in full force and effect and in good standing; and
 - (iv) there are no convictions (or prosecutions settled prior to conviction) or outstanding or threatened investigations, claims, work orders, notices, directives or other similar remedial actions against the Properties or the Chargor in relation to any Requirements of Environmental Law.

- (b) The Chargor covenants that it will:
- (i) remedy at its own expense with recovery from any Person who caused, permitted or contributed to, any environmental damage that may occur or be discovered on the Properties in the future and which requires action to comply with Environmental Law,
 - (ii) comply with all Requirements of Environmental Law,
 - (iii) notify the Chargee promptly of any event or occurrence that will, or is likely to, give rise to a report, inquiry or investigation relating to a matter that may have a material adverse effect on the financial position of the Chargor, any other Obligor or the Properties or any action, suit or proceeding against the Chargor or others having an interest in the Properties relating to, or a violation of, the Requirements of Environmental Law,
 - (iv) not lease or consent to any sub-lease of any part of the Properties to a tenant or sub-tenant who may engage in a business involving the storing, handling, processing, manufacturing or disposing of Hazardous Substances (except in the ordinary course of such tenant's or sub-tenant's business and in compliance with the Requirements of Environmental Law) in, on, under or from the Properties,
 - (v) remove, if required by and in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Properties forthwith upon their discovery and advise the Chargee forthwith in writing of the procedures taken, and
 - (vi) provide to the Chargee upon reasonable 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, all at the Chargor's expense.
- (c) The Chargor will indemnify and hold harmless the Chargee, each of its directors, officers, employees, affiliates and agents from and against all costs, losses, damages, expenses, judgments, suits, claims, awards, fines, sanctions and liabilities whatsoever (including, without limitation, legal fees and costs on a substantial indemnity basis incurred in the investigation, defence and settlement of any claim and any costs or expenses for preparing any necessary environmental assessment report or other such reports) relating to the release, deposit, discharge, disposal or presence of any Hazardous Substance on, from or under the Properties, including, without limitation, the remedial actions (if any) taken by the Chargee, in respect of any such release, deposit, discharge or disposal except to the extent caused by the Chargee. This indemnity will survive the repayment of the Loan and discharge of the Loan Documents.

34. Insurance

The Chargor shall insure the buildings, structures, chattels, fixtures and equipment, and improvements on the land forming part of the Properties and contents at the Properties owned by the Chargor in accordance with the Commitment.

35. Waste, Condition of Property, Repair and Inspection

The Chargor covenants and agrees with the Chargee that the Chargor will not permit waste to be committed or suffered on the Properties and the Chargor will not remove or attempt to remove from the Properties any building, structure or improvement forming part of the Properties and the Chargor shall refrain from doing anything or allowing anything to be done which would result in a material impairment or diminution of the value of the Properties. The Chargor will maintain such buildings, structures, or other improvements in good order and repair to the satisfaction of the Chargee, acting reasonably. The Properties are in good condition and repair. All heating, air conditioning, electrical, plumbing and other major building systems within the Properties are in good working order and condition. The Properties comply with all Applicable Laws, Permitted Encumbrances and all material agreements and the present use and location of the improvements on or forming part of the Properties are legal conforming uses under all Applicable Laws. No

improvements have been made or removed from the Properties since the date of the survey of the Properties delivered by the Chargor prior to the Loan advance and such survey accurately shows the location of all improvements. The Chargee may, whenever, acting reasonably and upon reasonable notice, it deems necessary, enter upon and inspect the Properties and review such records and information relating thereto and may require the Chargor, at its sole expense, to effect such repair or remediation of which the Chargor is notified by the Chargee, or the Chargee may effect such repairs or remediation as it deems necessary and the Chargor shall execute all consents, authorizations and directions that are required to permit any such inspection, review, repair or remediation, and the cost thereof and of such inspection, review, repair or remediation, together with interest thereon at the Interest Rate, shall be payable forthwith by the Chargor to the Chargee and shall be added to the Obligations and secured by this Charge.

36. Management of Properties

The Properties shall at all times be managed by a professional property manager satisfactory to the Chargee, acting reasonably. Any changes in property management shall require the prior written consent of the Chargee, acting reasonably. If at any time during the currency of this Charge, the Chargee is of the opinion, acting reasonably, that the Properties is not being managed, in all respects, in a satisfactory manner, the Chargee shall have the right to give the Chargor written notice requiring that the management be improved to the Chargee's satisfaction within 30 days from the date of such notice (or earlier if the Chargee, in its sole discretion, believes prejudice to the Chargee or impairment of its security could result from the current management practices), failing which the Obligations shall be due and payable immediately, at the Chargee's sole option.

37. Material Contracts

The Chargor covenants to remain in full compliance in all material respects with all of its covenants, agreements and obligations in and diligently enforce all its material rights under all contracts and agreements that are material to the ownership or operation of the Properties and not to amend, vary or alter, consent to any assignment or transfer of, or waive or surrender any of its material rights or material entitlements under any such contract or agreement, in each case if same could reasonably be expected to cause a Material Adverse Change.

38. Transactions with Affiliates

The Chargor covenants not to enter into any contract with any Person who is not at arm's length (as defined in section 251 of the *Income Tax Act* (Canada)) with the Chargor for the sale, purchase, lease or other dealing in any property other than at a consideration which equals the fair value of such property or other than at a fair market rental as regards leased property.

39. Alterations

The Chargor covenants and agrees with the Chargee that the Chargor will not make or permit to be made any material alterations or additions in or to the Properties without the consent of the Chargee.

40. Observance of Laws

The Chargor covenants and agrees with the Chargee to promptly observe, perform, execute and comply with all Applicable Laws concerning the Properties (including without limitation all Requirements of Environmental Law) as well as with all private covenants and restrictions affecting the Properties and the Chargor further agrees at its own cost and expense to make any and all repairs, alterations and improvements ordinary or extraordinary, which may be required at any time hereafter by any such present or future Applicable Law.

41. Reporting Requirements

The Chargor covenants and agrees with the Chargee to maintain at all times proper records and books of account in accordance with the Commitment.

The Chargor further covenants and agrees to provide to the Chargee such further information, financial or otherwise, in respect of the Properties or any Obligor as required by the Chargee, acting reasonably. The Chargee may, either by its officers or authorized agents at any time during normal business hours, and upon having reasonable concerns, inspect and examine the records and books of account of the Chargor relating to the Properties and the business of the Chargor pertaining thereto and make copies or extracts from them and generally conduct such examination of the records and books of account and other records of the Chargor as the Chargee may deem necessary and the Chargor will, immediately upon the request of the Chargee, advise

where the records and books of account are maintained and will render such assistance in connection with such examination as the Chargee deems necessary.

42. Construction Lien Act

- (a) At the time of each advance there shall have been full and complete compliance with all requirements of the *Construction Lien Act* R.S.O. 1990, c.C.30 (or the equivalent legislation in the province in which the Properties are located), as amended and/or restated from time to time, and the Chargor shall submit to the Chargee, in form and content satisfactory to the Chargee, evidence of such compliance. The Chargor agrees that the Chargee shall be entitled to withhold from any advance, or pay into court as an advance, such amounts as the Chargee, in its sole discretion, considers advisable to protect its interests from subordination under the provisions of the said act, and to secure the priority of this Charge over any actual or potential construction liens. Nothing in this Section shall be construed to make the Chargee an "owner" or "payer" as defined by the said act, nor shall there be, or be deemed to be, any obligation by the Chargee to retain any holdback or otherwise or to maintain on the Chargor's behalf any holdback which may be required to be made by the owner or payer. Any such obligation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of the said act.
- (b) The Chargor covenants and agrees to provide to the Chargee, prior to each advance, an officer's certificate delivered by an officer of the Chargor and outlining the particulars of all contracts entered into by the Chargor in respect of the supply of services or materials to any improvements on the Properties. Such officer's certificate shall be acceptable to the Chargee as to form and content. In addition, the Chargor covenants and agrees to produce such contracts for examination by the Chargee if and whenever the Chargee shall so require.
- (c) The Chargor covenants and agrees that all improvements to the Properties shall comply in all respects with the provisions of the said act and if a construction lien is filed against all or part of the Properties, then within 10 days after receipt of notice thereof, the Chargor shall have the lien vacated or discharged. If the Chargor fails to do so, then in addition to its other rights provided herein, the Chargee shall be entitled to pay into court a sum sufficient to obtain an order vacating such lien or to purchase a financial guarantee bond in the form prescribed under the said act. All costs, charges and expenses incurred by the Chargee in connection with such payment into court or in connection with the purchase of a financial guarantee bond or in connection with any legal proceedings described below, together with interest thereon at the Interest Rate, shall be added to the Obligations and secured by this Charge and shall be payable forthwith by the Chargor to the Chargee. If any person that performs work, labour or services or that provides materials to or for the Properties names the Chargee as a party to any legal proceedings which it takes to enforce a construction lien or trust claim, then the Chargor agrees to reimburse the Chargee for any and all legal expenses (on a substantial indemnity basis) incurred by the Chargee in such legal proceedings.

43. Fixtures

It is the intention of the parties hereto that the building or buildings forming part of the Properties form part of the security for the full amount of the monies secured by this Charge. It is hereby mutually covenanted and agreed by and between the parties hereto that all erections, buildings, improvements, machinery, plant, furnaces, boilers, oil burners, stokers, electric light fixtures, plumbing and heating equipment, refrigeration equipment, air conditioning and cooling equipment, screen doors and windows, gas and electric stoves and water heaters, floor coverings, window coverings, and all apparatus and equipment appurtenant thereto (collectively, the "Improvements"), which are now or which shall hereafter be placed or installed upon the Properties and owned by the Chargor or Borrower, are or shall thereafter be deemed to be fixtures and an accession to the freehold and a part of the Properties as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming by, through or under them, and shall be subject to this Charge. Notwithstanding the foregoing, provided that no Event of Default has occurred and is continuing, the Improvements may be removed (i) in the ordinary course of business or (ii) if such Improvements are no longer required in connection with the operation of the Properties.

44. Prior Encumbrances etc.

It is hereby agreed that the Chargee may pay the amount of any Lien now or hereafter existing, arising or claimed upon or against the Properties having priority, or purporting to have priority, over this Charge, including any Taxes, and may pay all Costs, whether or not any action or any other proceeding is taken, which may be incurred in taking, recovering, protecting and keeping possession of the Properties and/or collecting all or any portion of the Obligations payable by the Chargor under this Charge, and all such amounts, Costs, charges and expenses so paid shall, together with interest thereon at the Interest Rate, be added to the Obligations and secured by this Charge, and shall be payable forthwith by the Chargor to the Chargee. If the Chargee pays the amount of any such Lien, Costs or Taxes, either out of the monies advanced under this Charge or otherwise, the Chargee shall be entitled and subrogated to all of the rights, equities and securities of the Person so paid, without the necessity of a formal assignment, and the Chargee is hereby authorized to retain any discharge thereof, without registration, if it thinks proper to do so.

45. Transfers

(a) If a Transfer occurs and if:

- (i) the Chargor, or any subsequent owner of the Properties, fails to apply for the approval of the Chargee as to the Transferee and the terms and conditions of the Transfer,
- (ii) the Chargee does not approve the Transferee (which approval shall not be unreasonably withheld or delayed by the Chargee),
- (iii) the Chargee does not approve the terms and conditions of the Transfer (which approval shall not be unreasonably withheld or delayed by the Chargee),
- (iv) the Transferee fails to enter into an assumption agreement agreeing to assume this Charge and the other Loan Documents and to pay and perform the Obligations at the times and in the manner set out in this Charge and the other Loan Documents and to observe, perform, keep and be liable under and be bound by every covenant, condition and obligation contained in this Charge and any other Loan Documents to be performed by the Chargor thereunder (including this obligation) at the time and in the manner and in all respects as therein contained and to be bound by each and all of the terms, covenants, conditions and obligations of this Charge and the other Loan Documents as though the same had originally been made, executed and delivered by such Transferee as Chargor or Borrower, and
- (v) the Chargor fails to satisfy such other conditions as the Chargee may require, acting reasonably,

then, and in any such case, there shall be a default hereunder and the outstanding Obligations shall, at the option of the Chargee, immediately become due and payable.

- (b) A Change in Control of the Chargor or any beneficial owner of the Properties, or any other change in the ownership of the Chargor or any beneficial owner of the Properties, shall be deemed to be a Transfer within the meaning of this Charge and the Transferee shall be deemed to be the Person or Persons who acquired the shares, units or other interests in the Chargor or beneficial owner and the provisions hereof in respect of any Transfer and any Transferee (except for the requirement for the Transferee to enter into an assumption agreement) shall apply with all necessary changes thereto. The Chargor shall make available to the Chargee or the Chargee's representatives, all of the corporate books and records of the Chargor or any beneficial owner of the Properties for inspection and provide such other information required by the Chargee in order to ascertain whether a Change in Control has occurred.

46. Releases

It is hereby agreed that the Chargee may at all times at its discretion and subject to the provisions of the *Planning Act*, R.S.O. 1990, as amended and/or restated from time to time, release any part or parts of the Properties from the security of this Charge or any other Security either with

or without any consideration therefor, without thereby releasing any Person from this Charge or from any of the covenants herein contained, and no such release shall diminish or prejudice this Charge or such other Security as against the portion of the Properties remaining unreleased.

47. No Change in Chargor Liability

It is hereby agreed that no sale or other dealing by the Chargor with the Properties or any part thereof, whether with the consent or approval of the Chargee or not, shall in any way change the liability of the Chargor or any other Obligor or in any way alter the rights of the Chargee as against the Chargor, any other Obligor or any other Person liable for payment of the Obligations.

48. Extension of Time

No extension of time given by the Chargee to the Chargor, or anyone claiming under the Chargor, or any other dealing by the Chargee with the owner of the Properties, shall in any way affect or prejudice the rights of the Chargee against the Chargor, any other Obligor or any other Person liable for the payment of the Obligations.

49. Discharge

The Chargee shall have a reasonable time after payment of the Obligations within which to prepare and execute a discharge of this Charge, and interest as aforesaid shall continue to run and accrue until actual payment in full of the Obligations has been received by the Chargee, and all legal and other expenses for the preparation and execution of such discharge, including the Chargee's then current standard discharge fee, shall be paid by the Chargor.

50. Waiver

It is understood and agreed that a waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof or of the obligations secured by this Charge shall apply to the particular instance or instances and at the particular time or times only. And no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Charge and of the obligations secured thereby shall survive and continue to remain in full force and effect.

51. Priority of Extension Agreements

- (a) It is understood and agreed that any agreement for the extension of the time of payment of the Obligations or any part thereof and any renewal of the term of this Charge made at, before or after maturity, and prior to the execution of a discharge of this Charge, altering the term, Interest Rate (whether increased or decreased), the amount of the payments of principal, interest or other monies owing and secured by this Charge or any other provision, covenant or condition hereof, whether made with the Chargor named herein or a subsequent owner of the Properties (and whether or not consented to by the Chargor named herein or any successor in title if made with a subsequent owner), need not be registered in any land registry office but shall be effectual and binding upon the Chargor and upon every subsequent mortgagee, encumbrancer or other person claiming an interest in the Properties or any part thereof.
- (b) The Chargor shall, forthwith on request therefor by the Chargee, provide or cause to be provided to the Chargee, at the Chargor's expense, all such postponements and other assurances as the Chargee may require to ensure or confirm the effect and priority of any such agreement. All extensions and renewals (if any) shall be done at the Chargor's expense (including, without limitation, payment of the Chargee's legal expenses on a solicitor and his own client basis). No such extension or renewal, even if made by a successor in title to the Chargor named herein, shall in any way release or abrogate or render unenforceable the covenants or obligations of the Chargor named herein, or any subsequent owner, which shall continue notwithstanding such extension or renewal. Provided that nothing contained in this provision shall confer any right of renewal or extension upon the Chargor.

52. Notice

Any demand, notice or other communication to be given in connection with this Charge must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Chargor or Borrower:

206 Bloor Street West Limited
c/o Romspen Investment Limited
162 Cumberland Street
Suite 300
Toronto, Ontario
M5R 3N5

Attention: Wesley Roitman
Facsimile No.: 416-928-3841

To the Chargee:

United Overseas Bank Limited
650 West Georgia Street
Suite 1680, PO Box 11616
Vancouver BC V6B 4N9

Attention: General Manager
Facsimile No.: (604) 662-3356

or such other address, individual or facsimile number as may be designated by notice given by any party to the other. Any demand, notice or other communication given by delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given by 4:00 p.m. on a Business Day or on the next Business Day if given by facsimile after 4:00 p.m. on a day that is not a Business Day.

DEFAULT

53. Acceleration

In addition to the Chargee's other rights under this Charge, at law, in equity, or otherwise (including the right to require payment of the Obligations or any part thereof), the Obligations shall, at the option of the Chargee, become immediately due and payable upon the occurrence of an Event of Default.

54. Power of Sale, etc.

- (a) If an Event of Default has occurred and continued for the minimum period provided by Applicable Law, the Chargee, on giving the minimum notice required by Applicable Law, may enter on, lease or sell the Properties or any part thereof; and it is agreed that such notices shall be given in such manner and to such Persons as may be lawfully required at the time when such notices are given and in accordance with Section 53 of this Charge.
- (b) The Chargee may sell the Properties or any part thereof by public auction or private contract, or partly one or partly the other; and the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred about taking, recovering or keeping possession of the Properties or by reason of non-payment or procuring payment of the Obligations or otherwise, including a reasonable allowance for the time and effort of the Chargee's employees; and the Chargee may sell any part of the Properties on such terms as to credit and otherwise as shall appear to it most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which it shall deem proper; and may buy in or rescind or vary any contract for the sale of the whole or any part of the Properties and resell without being answerable for loss occasioned thereby; and in the case of a sale on credit the Chargee shall be bound to account to subsequent encumbrancers and to the Chargor for only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of such purposes may make and execute all agreements and assurances as it shall think fit; and that any purchaser shall not be bound to see to the propriety or regularity of any sale or be affected by express notice that any sale is improper; and that no want of notice or publication when required hereby shall invalidate any sale hereunder.

- (c) The Chargee may sell as aforesaid without entering into possession of the Properties, and when it desires to take possession it may break locks and bolts as it may in its discretion see fit.
- (d) Provided that the title of a purchaser upon a sale made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been improperly or irregularly exercised, or that such notice had not been given, but any person damaged by an unauthorized, improper or irregular exercise of the power shall have his remedy against the person exercising the power in damages only.

55. Distress

Provided that the Chargee may distress for arrears of interest and for arrears of principal and for any other monies lawfully charged against the Properties in the same manner as if the same were arrears of interest.

56. No Merger on Judgment

It is hereby agreed that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Chargee's right to interest at the rate and times herein provided; and further that said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.

57. Possession

The Chargor covenants and agrees with the Chargee that upon the occurrence of an Event of Default, the Chargee may at its sole option and at such time or times as it may deem necessary and without the concurrence of any Person, enter into possession of the Properties and may complete the construction thereof, repair any buildings, structures or improvements forming part of the Properties, inspect, take care of, and lease the Properties for such term and subject to such provisions as it may deem advisable or expedient (including providing any leasehold improvements the Chargee deems necessary, in its sole discretion, to lease the Properties), collect the rents of, and manage the Properties as it may deem expedient, and all costs, charges and expenses incurred by the Chargee in connection with the exercise of any such rights (including allowances for the time, service and effort of any officer of the Chargee or other person appointed for the above purposes) shall, together with interest thereon at the Interest Rate, be added to the Obligations and secured by this Charge and shall be forthwith payable by the Chargor to the Chargee. Any lease made by the Chargee while in possession of the Properties shall continue for the full term and any permitted renewals thereof notwithstanding the termination of the Chargee's possession.

58. Receiver

It is hereby agreed that at any time and from time to time following the occurrence and during the continuance of an Event of Default, the Chargee may, with or without entry into possession of the Properties or any part thereof, and whether before or after such entry into possession, appoint a receiver or manager, or receiver and manager (herein called the "Receiver") of the Properties 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 with or without appointing another in his stead and, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any Receiver or Receivers from time to time, the following provisions shall apply:

- (a) a statutory declaration of an officer of the Chargee as to default under this Charge shall be conclusive evidence thereof for the purposes of the appointment of a Receiver;
- (b) every Receiver shall be the agent or attorney of the Chargor (whose appointment as such shall be revocable only by the Chargee) for the collection of all rents and profits falling due and becoming payable in respect of the Properties or any part thereof whether in respect of any tenancies created in priority to this Charge or subsequent thereto, or otherwise;
- (c) every Receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee;

- (d) the rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have;
- (e) the Chargee may from time to time fix the remuneration for every Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Properties;
- (f) every Receiver shall so far as concerns responsibility for its acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;
- (g) the appointment of every Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver or to the Chargor or to any other Person in any respect, and such appointment or anything which may be done by any Receiver or the removal of any Receiver or the termination of any receivership shall not have the effect of constituting the Chargee a mortgagee-in-possession in respect of the Properties or any part thereof;
- (h) every such Receiver shall from time to time have the power to lease any portion of the Properties which may become vacant, for such term and subject to such provisions as it may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or agreements to lease affecting any of the Properties, and in so doing, every Receiver shall act as the attorney or agent of the Chargor and shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the Chargor, and the Chargor agrees to ratify and confirm whatever any Receiver may do in the Properties;
- (i) every Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, finishing, adding to, or putting in order of the Properties, including without restricting the generality of the foregoing, completing the construction of any building or buildings, structures, services or improvements on the Properties left in an unfinished state, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the Principal Amount, and the Receiver shall have the right to register plans of subdivision and condominium declarations and descriptions in respect of the Properties as well as the right to take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances on this Charged Premises) and Properties of every kind and description;
- (j) every Receiver shall have full power to manage, operate, amend, repair or alter the Properties and the buildings and improvements thereon or any part thereof in the name of the Chargor for the purpose of obtaining rental and other income from the Properties or any part thereof;
- (k) no Receiver shall be liable to the Chargor to account for monies other than monies actually received by it in respect of the Properties and out of such monies so received from time to time every Receiver shall, in the following order, pay:
 - (i) its remuneration as aforesaid,
 - (ii) all obligations, costs and expenses made or incurred by it, including but not limited to, any expenditures in connection with the management, operation, amendment, repair, construction or alteration of the Properties or any part thereof,
 - (iii) interest, principal and other monies which may, from time to time, be or become charged upon the Properties in priority to this Charge, including all Taxes,
 - (iv) to the Chargee, all Obligations, to be applied in such order as the Chargee in its discretion shall determine, and
 - (v) subject to subparagraph (iv) above, at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a

charge or encumbrance on the Properties subsequent in priority or subordinate to the interest of the Chargee under this Charge,

and every Receiver may in its discretion retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing and further any surplus remaining in the hands of every Receiver, after payments made and such reasonable reserves retained as aforesaid, shall be payable to the Chargor;

- (l) the Chargee may at any time and from time to time terminate any receivership by notice in writing to the Chargor and to any Receiver; and
- (m) save as to monies payable to the Chargor pursuant to subparagraph (k) of this Section, the Chargor hereby releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any Person claiming through or under it by reason of or as a result of anything done by the Chargee or any Receiver under the provisions of this Section, unless such claim be the direct and proximate result of bad faith or gross neglect.

59. Cumulative Remedies

All remedies contained in this Charge are cumulative and the Chargee shall also have all other remedies provided at law and in equity or in any of the other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of the Chargee and may be exercised in any order and as often as occasion thereof shall arise. No act of the Chargee shall be construed as an election to proceed under any particular provisions of this Charge to the exclusion of any other provision of this Charge or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to the Chargee. No delay or failure by the Chargee to exercise any right or remedy under this Charge shall be construed to be a waiver of that right or remedy or of any default hereunder. The Chargee may exercise one or more of its rights and remedies at its option without regard to the adequacy of its security.

60. Maximum Rate of Return

Notwithstanding any provision of any of the Loan Documents to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable under the Loan exceed the effective annual rate of interest on the Principal Amount lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Loan in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Chargor and Chargee and the amount of such payment or collection shall either be applied to the Principal Amount (whether or not due and payable), and not to the payment of interest (as defined in Section 347 of the said *Criminal Code*), or be refunded to the Chargor at the option of the Chargee. For purposes of each Loan Document, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Loan on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee will be conclusive for the purposes of such determination.

MULTIFAMILY/CONDOMINIUM

61. Additional Definitions

If the Properties is registered under the *Condominium Act*, R.S.O. 1990, c.C.26 (or the equivalent legislation in the province in which the Properties is situate), as amended and/or restated from time to time (the "*Condominium Act*") or is proposed to be registered under the *Condominium Act*, the following definitions and provisions shall apply to this Charge:

"Declaration" means the declaration which, together with the description, was registered under the *Condominium Act* and subjected the Properties to the provisions of the *Condominium Act*, and all amendments to such declaration.

"Condominium Corporation" means the corporation created by the registration of the Declaration and the description relating thereto.

"Common Expenses" means the expenses of the performance of the objects and duties of the Condominium Corporation and any expenses specified as common expenses in the Declaration.

"Insurance Trustee" means the insurance trustee appointed pursuant to the Declaration.

62. Condominium Provisions

If all or any part of the Properties is a condominium unit or units and its or their appurtenant common interest then:

- (a) If and only to the extent that the Condominium Corporation maintains any insurance that the Chargor would otherwise be responsible to obtain and maintain under this Charge, the Chargor shall be relieved from such responsibility,

The Chargor shall insure all Improvements which at any time the Chargor or any previous owner makes or made to the Properties and the Chargor's common or other interest in buildings which are part of the condominium Properties, against such risks as the Chargee may require. If the Condominium Corporation fails to obtain and maintain the insurance required by the *Condominium Act*, the Declaration, the by-laws or rules of the Condominium Corporation or otherwise with respect to all or any part of the Properties, the condominium property or the assets of the Condominium Corporation, the Chargor shall do so. If the Chargor fails to so insure, the Chargee may (but shall not be obligated to) do so and all amounts so paid by the Chargee, together with interest thereon at the Interest Rate, shall be added to the Obligations and secured by this Charge and shall be forthwith payable by the Chargor to the Chargee. All policies of insurance required to be effected pursuant to this subsection upon or in respect of the buildings on the Properties shall provide for any loss to be payable to the Chargee or an Insurance Trustee pursuant to an insurance trust agreement approved by the Chargee, the terms of which shall not be altered without the Chargee's prior written consent.

In the event of loss or damage, the Chargor or the Condominium Corporation or both of them shall notify the Chargee, and the Chargor and the Condominium Corporation shall forthwith upon such event comply fully with the terms of the policy or policies of insurance, and without limiting the application of any provision in this Charge or the obligation of the Chargor to observe and perform all of the duties and obligations imposed by the *Condominium Act*, the Declaration and/or the by-laws of the Condominium Corporation, the Chargor and the Condominium Corporation shall comply with the insurance provisions of the Declaration. The Chargor shall furnish at his own expense all necessary proofs and do all necessary acts to enable the Chargee or the Insurance Trustee to obtain payment of the insurance proceeds.

In the event of loss or damage, the Chargee shall have the right to apply the insurance proceeds in whole or in partial reduction of the Obligations, notwithstanding that the Obligations may not otherwise be due and payable under the terms of this Charge and/or in meeting costs of repair or reconstruction and/or the Chargee may pay such proceeds in whole or in part to the Chargor or to the assigns of the Chargor.

- (b) The Chargor agrees to comply with all of the terms imposed by the *Condominium Act*, the Declaration, the by-laws and rules of the Condominium Corporation, all as amended from time to time. Any contravention of those terms will constitute a contravention and Default under this Charge;
- (c) The Chargor agrees to pay Common Expenses as they fall due and in default of so doing, the Chargee may at its option pay these contributions and the amounts so paid, together with interest thereon at the Interest Rate, shall be added to the Obligations and secured by this Charge and shall be immediately due and payable by the Chargor to the Chargee;
- (d) The Chargor authorizes and empowers the Chargee to exercise its right as an owner of the Properties to vote or to consent in all matters relating to the affairs of the Condominium Corporation and will forthwith deliver to the Chargee all notices of meetings of the Condominium Corporation which the Chargor receives provided that until the Chargee gives notice in writing to the Chargor and to the Condominium Corporation, the Chargor may exercise the right to vote and to consent. The Chargee is not under any obligation to vote or consent or protect the Chargor's

interest and the exercise by the Chargee of the right to vote or consent will not constitute the Chargee a mortgage in possession of the Properties;

- (e) The Chargor covenants with the Chargee to deliver to the Chargee in person or by prepaid registered mail, a copy of the following:
 - (i) every request or claim for the consent of the Chargor affecting the unit or common elements of the condominium which copy is to be received by the Chargee within five days from the date such request or claim is received or made by the Chargor, and
 - (ii) any information known to the Chargor concerning the termination of any management agreement or insurance trust agreement in respect of the condominium, such information to be delivered immediately upon the Chargor learning of such information.
- (f) The Chargor hereby assigns to the Chargee the proceeds of all Insurance that may be otherwise payable to the Chargor by the Insurance Trustee.

63. Mandatory Repayment

The Borrower shall apply 100% of the proceeds from the sale of a Property, net of customary closing and transaction costs, including sales commission, towards the permanent repayment of the loan.

64. No Secondary Financing

The Borrower is not permitted to encumber any Property with secondary financing, subsequent mortgage charges, or pledge any of its shares as security.

65. Sale or Dispose

The Borrower shall not sell or dispose of any Property at a price that is less than 80% of the greater of (i) the listed sales price of the Property in Schedule E to the Commitment and (ii) its Appraised Value, without the prior written consent of the Lender which shall not be unreasonably withheld.

66. Rent

The Borrower shall not rent any of the Properties or enter into a rental or lease agreement with respect to any of the Properties.

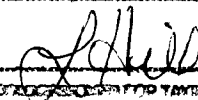
67. Occupancy

The Borrower shall not allow any of the Properties to be occupied except in accordance with the customary terms of a purchase and sale agreement for a Property.



J



I, the undersigned, "J"
attested of Linda Rosenberg
sworn before me, this 08
day of November 2016

K. C. ADAMS, SECRETARY FOR TAXING AGREEMENTS

| Properties | | | |
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| <i>PIN</i> | 76254 - 0011 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 801 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0039 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0047 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 12, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | LOCKER UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0013 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641, CITY OF TORONTO | | |
| <i>Address</i> | 901 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0034 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0019 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 1201 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0036 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; | | |

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| Properties |
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| | THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641, CITY OF TORONTO |
| Address | PARK UNIT 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0048 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | LOCKER UNIT 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0021 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 1, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 , SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641, CITY OF TORONTO |
| Address | 1401 SUITE 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0053 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 4, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 , THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | PARK UNIT 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0061 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | LOCKER UNIT 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0027 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 1, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |
| Address | PH01 PENTHOUSE 206 BLOOR STREET WEST TORONTO |
| PIN | 76254 - 0029 LT <i>Interest/Estate</i> Fee Simple |
| Description | UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO |

Properties

Address PARK UNIT
206 BLOOR STREET WEST
TORONTO

PIN 76254 - 0030 LT **Interest/Estate** Fee Simple

Description UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641, CITY OF TORONTO

Address PARK UNIT
206 BLOOR STREET WEST
TORONTO

PIN 76254 - 0031 LT **Interest/Estate** Fee Simple

Description UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 , THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 , SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

Address PARK UNIT
206 BLOOR STREET WEST
TORONTO

PIN 76254 - 0089 LT **Interest/Estate** Fee Simple

Description UNIT 12, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306 ; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641, CITY OF TORONTO

Address LOCKER UNIT
206 BLOOR STREET WEST
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 206 BLOOR STREET WEST LIMITED
Address for Service 162 Cumberland Street, Suite 300
Toronto, Ontario M5R 3N5

I, Sheldon Esbin (Director), have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s)**Capacity****Share**

Name HOME TRUST COMPANY
Address for Service 145 King Street West, Suite 2300
Toronto, Ontario M5H 1J8

Statements

Schedule See Schedules

Provisions

Principal \$4,000,000 00 **Currency** CDN
Calculation Period semi-annually, not in advance
Balance Due Date 2015/03/01

Provisions

Interest Rate 5.99% per annum
Payments \$23,767.94
Interest Adjustment Date 2014 03 01
Payment Date first day of each month
First Payment Date 2014 04 01
Last Payment Date 2015 03 01
Standard Charge Terms 200727
Insurance Amount See standard charge terms
Guarantor

Signed By

Lindsay Mitchell Kazdan 1 Adelaide Street E , Suite 801 acting for Chargor Signed 2014 02 25
Toronto (s)
M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

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

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E , Suite 801 2014 02 28
Toronto
M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Chargor Client File Number 6645-055

ADDITIONAL CHARGE PROVISIONS

1. Realty Taxes The Chargor, while not in default hereunder, will be permitted to pay property taxes to the appropriate tax authorities. The Chargor covenants to provide to the Chargee confirmation on a quarterly basis, or at such other times and from time to time as the Chargee may reasonably require, proving payment of such realty taxes. However, in the event such confirmations are not provided or the taxes are not paid as they fall due, then, at the sole and unfettered discretion of the Chargee, the Chargor will pay an additional monthly payment of 1/12th of the estimated annual realty taxes assessed against the subject lands and the Chargee shall remit such amounts to the applicable taxing authority in a timely manner; it being understood that the tax portion of the payment may be adjusted from time to time in order to ensure sufficient sums are collected in advance to pay taxes as they fall due .
2. Assignment of Rents As further security to this Charge, the Chargor covenants and agrees to grant to the Chargee a specific assignment of all rents and leases of premises in the building on the lands comprising the security of this Charge.
3. 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 acting reasonably, enter upon the said lands to inspect the land and buildings thereon, subject to existing tenant's rights. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee acting reasonably, 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 said lands. 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 said lands and buildings.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the loan indebtedness, the Chargor 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 Property 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 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 loan
4. Due on Sale In the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of (a) the Penthouse hereunder mortgaged, or (b) the whole of the Property being all the units comprising the Property including the Penthouse hereunder mortgaged to a purchaser or transferee not approved in writing by the Lender, which approval shall not be unreasonably withheld, then all monies secured, together with accrued interest thereon shall forthwith become due and payable at the Lender's option and sole discretion. Notwithstanding the afore-mentioned, where any of Suite 801, Suite 901, Suite 1201, or Suite 1401 (together with appurtenant parking and storage units as applicable) are sold, no consent shall be required, subject to the "Prepayment" provisions as noted herein.
5. No Further Encumbrances Except as may otherwise be contemplated under the terms of the Letter of Commitment (as defined below), the Chargor shall not, without first obtaining the Chargee's prior written approval, which approval may be granted or withheld in its sole and unfettered discretion.
6. Financial Statements Until repayment of the mortgage loan and upon request by the Chargee, the Chargor covenants to provide the Chargee detailed financial statements in accordance with the terms of the mortgage loan commitment letter referable to the subject loan transaction dated January 22, 2014, as same may be amended from time to time (the "Letter of Commitment"), issued to the Chargor. Failure to deliver the said financial statements and/or other related information shall constitute an event of default under this Charge.

7. Professional Management At all times the Chargor is to provide professional management of the Property satisfactory to the Chargee in accordance with the terms of the Letter of Commitment
8. Non-Merger Notwithstanding the registration of this Charge and the advancement of funds thereunder, the terms and provisions of the Letter of Commitment shall remain binding and effective upon the involved parties. It is understood and agreed that any default under the Letter of Commitment shall be deemed a default under this Charge. In the event of any inconsistency between the terms of the Letter of Commitment and the Charge, the Chargee may, in its sole discretion, determine which terms shall take precedence.
9. Prepayment Privilege Provided that the Chargor has never been in default hereunder, the Chargor, when not in default, shall have the privilege of prepaying the whole or any part of the outstanding principal amount and accrued interest secured hereunder at any time or times during the term without penalty upon delivery of prior written notice of such intention, to be received by the Chargee no less than THIRTY (30) days prior to the proposed date of prepayment
10. Partial Discharges Provided the Chargor is not in default hereunder, partial discharges of this Charge will be granted by the Chargee on a unit by unit basis provided that: (i) the Chargee shall receive the sum of ONE MILLION DOLLARS (\$1,000,000.00) from each unit sale; and (ii) the Chargor shall also pay the Chargee's discharge fee of TWO HUNDRED DOLLARS (\$200.00) per discharge, along with all applicable discharge registration fees, disbursements and taxes.
11. Definitions In construing the terms hereof, 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", "she", "her" 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.

Throughout this Charge, the terms "Mortgagor" and "Borrower" shall be interchangeable with the word "Chargor" and shall mean the Chargor. Throughout this Charge, the terms "Mortgagee" and "Lender" shall be interchangeable with the word "Chargee" and shall mean the Chargee. The terms "Charge" and "Mortgage" shall also be interchangeable and shall mean this Charge in its entirety. The paragraph headings in the provisions hereto 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.

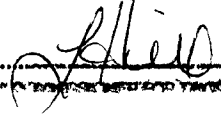
CONDOMINIUM SCHEDULE

1. The word "land" shall have the meaning stated herein and includes a "unit" or "units" as defined in the Condominium Act (Ontario) as amended.
2. The Chargor shall be equally responsible for seeing that the Condominium Corporation provides insurance in accordance with the provisions of these charge terms as herein set out.
3. The land forms part of the property described in a Declaration under the Condominium Act and registered pursuant to the provisions thereof. The expressions "Condominium Corporation" shall mean the corporation created by the registration of the said Declaration.
4. The Chargor shall.
 - a) Pay any and all money due and payable by the Chargor in accordance with the provisions of the Condominium Act or the said Declaration or the said by-law of the by-laws of the corporation from time-to-time on or before the dates for payment thereof and upon demand of the Chargee submit satisfactory proof of payment, including, without limiting the foregoing, contributions to common expenses or in respect of any special assessments required as owner. In the event of default the Chargee, at the option of the Chargee, may pay the same and treat such default as a default of payment under the terms of the charge.
 - b) Comply with and observe all the covenants, provisions, terms, conditions, stipulations, specification, rules and regulations of the Condominium Act and of the said Declaration and of the by-laws of the Corporation and any future by-laws of the Corporation and of any of the said rules and regulations applying to the owners of the said units.
5. In the event that the government of the property by the Corporation is terminated or in the event of a sale of the property or a part of the common elements of the corporation being authorized by a vote of the owners of the said units then, and in any such event, the monies hereby secured shall, at the option of the Chargee, become due and payable, and all the powers given herein shall become exercisable notwithstanding any consent given by the Chargee to such termination or sale.
6. The Chargee may exercise from time-to-time and at any time the right of the Chargor in the name of the Chargor and on the behalf of the Chargor, to vote or consent at all times and for all purposes, wherever and whenever the Chargor would have such right to vote, at any meeting of the Chargor or the Corporation or wherever and whenever the Chargor would have such right of consent to any matter relevant to the management or sale or any dealings with the property of the Corporation or its assets or the termination of the application of the Condominium Act to the Corporation.
7. The Chargee may from time-to-time waive the right to vote or right or consent by giving notice of intention to do so to the corporation and such waiver may be for an indeterminate period of time until withdrawn or for a limited period of time or for a specific meeting or matter, and while such waiver is in effect the Chargor may exercise the right to vote or to consent
8. Notwithstanding the exercise by the Chargee of the right of the Chargor to either vote or consent, such exercise shall not render the Chargee a Chargee in possession.
9. The right to vote or to consent conferred upon the Chargee herein does not entail any representation express or implied, that the Chargee shall be in any way responsible to protect the interest of the Chargor, and the Chargee shall not be responsible for the exercise of the right to vote or the right to consent or any failure to exercise the right to vote or the right to consent.



K



This is Exhibit "K" referred to in the
affidavit of Linda Rosenberg,
sworn before me, this 08
day of November 2016.


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| Properties |
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|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|
| <i>PIN</i> | 76254 - 0011 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 801 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0039 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 4, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0047 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 12, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | LOCKER UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0013 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 901 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0034 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 7, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0019 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 1201 SUITE 206 BLOOR STREET WEST TORONTO | | |

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| Properties |
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| <i>PIN</i> | 76254 - 0036 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0048 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 13, LEVEL B, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | LOCKER UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0021 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 13, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | 1401 SUITE 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0053 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 4, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0061 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 12, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | LOCKER UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0027 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 1, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PHO1 PENTHOUSE 206 BLOOR STREET WEST TORONTO | | |

Properties

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| <i>PIN</i> | 76254 - 0029 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0030 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 3, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0031 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 4, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | PARK UNIT 206 BLOOR STREET WEST TORONTO | | |
| <i>PIN</i> | 76254 - 0089 LT | <i>Interest/Estate</i> | Fee Simple |
| <i>Description</i> | UNIT 12, LEVEL E, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPURTENANT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO | | |
| <i>Address</i> | LOCKER UNIT 206 BLOOR STREET WEST 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 206 BLOOR STREET WEST LIMITED
Address for Service c/o 162 Cumberland Street, Suite 300, Toronto, Ontario M5R 3N5

I, Wesley Roitman (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 ROMSPEN INVESTMENT CORPORATION
Address for Service 162 Cumberland Street, Suite 300, Toronto, Ontario M5R 3N5

Statements

Schedule: See Schedules

Provisions

| | | | |
|---------------------------------|------------------------------|-----------------|-----|
| <i>Principal</i> | \$ 5,000,000.00 | <i>Currency</i> | CDN |
| <i>Calculation Period</i> | semi-annually not in advance | | |
| <i>Balance Due Date</i> | On Demand | | |
| <i>Interest Rate</i> | 24.0% | | |
| <i>Payments</i> | | | |
| <i>Interest Adjustment Date</i> | | | |
| <i>Payment Date</i> | | | |
| <i>First Payment Date</i> | | | |
| <i>Last Payment Date</i> | | | |
| <i>Standard Charge Terms</i> | | | |
| <i>Insurance Amount</i> | full insurable value | | |
| <i>Guarantor</i> | | | |

Signed By

| | | | | |
|------------------------|-------------------------------------------------------|--------------------------|--------|------------|
| Barry Mitchell Polisuk | 1 Adelaide Street E., Suite 801 Toronto M5C 2V9 | acting for Chargor(s) | Signed | 2014 05 15 |
| Tel 416-869-1234 | | | | |
| Fax 416-869-0547 | | | | |

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

Submitted By

| | | |
|-------------------------|-------------------------------------------------------|------------|
| GARFINKLE, BIDERMAN LLP | 1 Adelaide Street E., Suite 801 Toronto M5C 2V9 | 2014 05 15 |
| Tel 416-869-1234 | | |
| Fax 416-869-0547 | | |

Fees/Taxes/Payment

| | |
|-----------------------------------|---------|
| <i>Statutory Registration Fee</i> | \$60.00 |
| <i>Total Paid</i> | \$60.00 |

SCHEDULE "B"

STANDARD CHARGE TERMS AND CONDITIONS

1. **DEFINED TERMS**

Unless otherwise expressly defined or otherwise required by the context, the following words and phrases shall have the following meanings when used in the Charge:

- 1.1 "Borrower" means all Persons who have given the Charge and who have executed the same as Borrower;
- 1.2 "Charge" means the Charge/Mortgage of Land and all schedules attached to the Charge and all amendments thereto and replacements thereof from time to time;
- 1.3 "Costs" includes all costs, fees, charges and expenses of every nature and kind whatsoever incurred by the Lender or paid by the Lender to any other party in connection with the protection and preservation of the Property or any other security held by the Lender, or for the purpose of preserving and maintaining the enforceability and priority of the Charge and any such other security, or in connection with any and all demands and enforcement proceedings of every nature and kind made or carried out by or on behalf of the Lender under or pursuant to the Charge, and includes, without limitation, legal costs incurred by the Lender on a full indemnity basis;
- 1.4 "Commitment" means each and every letter of commitment, loan approval, term sheet or other similar agreement establishing or pertaining to the loan secured by the Charge or pursuant to which the Charge has been given, and all amendments thereto and renewals or replacements thereof from time to time;
- 1.5 "Condominium Corporation" means each corporation created or continued pursuant to the *Condominium Act, 1998* (Ontario) and pertaining to all or any part of the Property which are governed by the said Act;
- 1.6 "Covenantor" means any party to the Charge expressly defined as such and any and all Persons who have directly, indirectly, as principal debtor or as surety covenanted to pay or guaranteed payment of the whole or any part of the amount or amounts secured by the Charge or which are owing under the loan facilities referred to in this Commitment or who have covenanted to perform or guaranteed performance by the Borrower of its obligations under the Charge or under this Commitment or under any security given in connection therewith;
- 1.7 "Environmental Laws" means, in respect of any Person, property, transaction or event, all applicable laws, statutes, rules, by-laws and regulations, and all applicable directives, orders, codes, judgments and decrees of Governmental Bodies, whether now in existence or hereafter arising, intended to regulate and/or protect the environment and/or any living thing and/or relating to Hazardous Substances;
- 1.8 "Governmental Body" means any government, parliament, legislature, or any regulatory authority, bureau, tribunal, department, instrumentality, agency, commission or board of any government, parliament or legislature, or any court, and without limiting the foregoing, any other law, regulation or rule-making entity having or purporting to act under the authority of any of the foregoing (including, without limitation, any arbitrator) and "Governmental Bodies" means any one or more of the foregoing collectively;
- 1.9 "Hazardous Substance" means any hazardous or dangerous waste or substance, pollutant, contaminant, waste or other substance without limitation, whether solid, liquid or gaseous in form, which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance, immediately or in the future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing,
 - 1.9.1 any such substance as defined or designated under any Environmental Laws;
 - 1.9.2 asbestos, urea formaldehyde, poly-chlorinated biphenyl (PCB) and materials manufactured with or containing the same; and,
 - 1.9.3 radioactive and toxic substances;and "Hazardous Substances" means any one or more of the foregoing collectively;
- 1.10 "Lender" means all Persons in whose favour the Charge is given and who is or are named in the Charge as Lender;
- 1.11 "Person" means an individual, sole proprietorship, partnership, joint venture, syndicate, association, trust, body corporate, a natural person in its capacity as trustee, personal

representative or other legal representative, the Crown or any agency or instrumentality thereof, and/or any other entity recognized by law;

- 1.12 "Property" means the Property, tenements, hereditaments and appurtenances and any estate or interest therein described in the Charge, and all buildings and improvements now or hereafter situate or constructed thereon, and all easements, rights-of-way and other appurtenances thereto, and all structures, additions, improvements, machinery, equipment, decorations and other fixtures of every nature and kind (whether or not affixed in law) attached thereto or placed, installed or erected thereon or used in connection therewith;
- 1.13 "Receiver" means any receiver, receiver and manager, receiver-manager or trustee of the Property as may be appointed from time to time by the Lender pursuant to the provisions of the Charge or by any court of competent jurisdiction;
- 1.14 "Taxes" means all taxes, rates, assessments, local improvement charges, levies, penalties and other charges imposed upon or in respect of the Property by any Governmental Body having jurisdiction.

2. **STATUTORY REFERENCES**

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

3. **EXCLUSION OF STATUTORY COVENANTS**

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

4. **SHORT FORMS OF MORTGAGES ACT**

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

5. **PROVISO FOR REDEMPTION**

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

6. **RELEASE**

And the Borrower releases to the Lender all its claims upon the Property subject to the proviso for redemption herein.

7. **ADVANCE OF FUNDS**

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

8. **BORROWER'S COVENANTS**

The Borrower covenants with the Lender that the Borrower will pay the principal sum herein and interest and observe the proviso for redemption herein, and will pay as they fall due all Taxes and when required by the Lender, shall transmit the receipts therefore to the Lender;

The Borrower further covenants with the Lender that the Borrower will pay all amounts which are payable hereunder or which are capable of being added to the principal sum herein pursuant to the provisions of the Charge including, without limiting the generality of the foregoing, all servicing or other fees, costs or charges provided for herein; all insurance premiums; the amount paid for the

supply of any fuel or utilities to the Property, all costs, commissions, fees and disbursements incurred by the Lender in constructing, inspecting, appraising, selling, managing, repairing or maintaining the Property; all Costs incurred by the Lender with respect to the Charge or incurred by the Lender arising out of, or in any way related to the Charge; any amounts paid by the Lender on account of any encumbrance, lien or charge against the Property and any and all Costs incurred by the Lender arising out of, or in any way related to, the Lender realizing on its security by sale or lease or otherwise;

And that the Borrower has a good title in fee simple to the Property and has good right, full power and lawful and absolute authority to charge the Property and to give the Charge to the Lender upon the covenants contained in the Charge;

And that the Borrower has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the Property, 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; and free from all encumbrances except as may be permitted by the Lender;

And that the Borrower will execute such further assurances of the Property as may be requisite;

And that the Borrower will produce the title deeds and allow copies to be made at the expense of the Borrower.

9. COMPLIANCE WITH LAWS AND REGULATIONS

The Borrower shall, in its ownership, operation and use of the Property, promptly and at all times observe, perform, execute and comply with all laws, rules, requirements, orders, directions, ordinances and regulations of every Governmental Body having jurisdiction with respect to the same, and further agrees at its cost and expense to take any and all steps or make any improvements or alterations thereto, structural or otherwise, ordinary or extraordinary, which may be required at any time hereafter by any such present or future laws, rules, requirements, orders, directions, ordinances or regulations.

10. CHANGE OF USE

The Borrower will not change or permit to be changed the existing use or uses of the Property without the prior written consent of the Lender.

11. REPAIR

The Borrower will keep the Property including the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof, and the Lender may, whenever it deems necessary, enter upon and inspect the Property, and the cost of such inspection shall be added to the indebtedness secured hereunder, and if the Borrower neglects to keep the Property in good condition and repair, or commits or permits any act of waste on the Property (as to which the Lender shall be sole judge) or makes default as to any of the covenants or provisos herein contained, the principal sum herein shall, at the option of the Lender, forthwith become due and payable, and in default of payment thereof with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised forthwith and the Lender, upon five days notice to the Borrower and in the event that the Borrower does not in such period cause and diligently proceed with such repairs, may make such repairs as it deems necessary, and the cost thereof with interest at the rate aforesaid shall be added to the monies hereby secured and shall be payable forthwith and be a charge upon the Property prior to all claims thereon subsequent to the Charge.

12. ALTERATIONS OR ADDITIONS

The Borrower will not make or permit to be made any alterations or additions to the Property without the prior written consent of the Lender, which consent may be withheld in the Lender's sole discretion or may be given only subject to compliance with such terms and conditions at the cost of the Borrower as the Lender may impose.

13. PROPERTY INCLUDE ALL ADDITIONS

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

14. ENVIRONMENTAL WARRANTY AND INDEMNITY

The Borrower and each Covenantor jointly and severally represent, warrant, covenant and agree that:

- 14.1. They have not, and to the best of their knowledge, information and belief after making due inquiry, no other Person has caused or permitted any Hazardous Substance to be placed, discharged, stored, located or disposed of, on, under, at or near the Property nor to be released from the Property;
- 14.2. The Property have never been used as a land fill site, waste disposal site or coal gasification site, or to store Hazardous Substances either above or below ground in storage tanks, pipes, conduits or otherwise;
- 14.3. They and, to the best of their knowledge, information and belief after making due inquiry, the tenants, invitees and all other occupiers of the Property have at all times carried out all business and other activities upon the Property in strict compliance with all Environmental Laws;
- 14.4. They will at all times carry out all business and other activities upon the Property in strict compliance with all Environmental Laws, and they will at all times take all necessary measures to ensure that those for whom they are liable in law will also at all times carry out all business and other activities upon the Property in strict compliance with all Environmental Laws.
- 14.5. To the best of their knowledge, information and belief after making due inquiry, the use and occupation of the Property have at all times been in strict compliance with all Environmental Laws;
- 14.6. No notice, order, stop work order, inspection file, investigation, directive, enforcement action, regulatory action, suit, claim, action, proceeding or charge relating to any Hazardous Substance or to a breach or non-compliance with any Environmental Laws has been issued by any Governmental Body with respect to the Borrower or the Property, or is otherwise threatened to be issued;
- 14.7. They will provide the Lender with full and complete copies of all communications received from time to time from all Governmental Bodies with respect to the Property;
- 14.8. They will provide to the Lender on request and from time to time, information with respect to the status of the environmental matters referred to herein and will complete and deliver, on request, the Lender's standard form of report, if any, on environmental matters;
- 14.9. The representations and warranties contained in this Warranty and Indemnity are true and accurate in all respects as of the date of the first advance made pursuant to the Charge, and such representations and warranties shall remain true and accurate in all respects and shall survive the release and discharge of the Charge and the repayment and satisfaction of the indebtedness secured by the Charge; and,
- 14.10. The Lender may delay or refuse to make any advance to the Borrower if the Lender believes that any of the representations and warranties set out in this Warranty and Indemnity are not presently true and accurate or if such representations and warranties have become untrue or inaccurate at any time hereafter.

The Borrower hereby agrees to permit the Lender to conduct, at the Borrower's sole expense, from time to time as required, any and all tests, inspections, appraisals and environmental audits of the Property so as to determine and ensure continuing compliance with the provisions of this Warranty and Indemnity including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Property and/or to the businesses and other activities conducted thereon.

The Borrower and each Covenantor jointly and severally agrees to indemnify and save fully and completely harmless the Lender and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, demands, claims, actions, charges, orders, directives, undertakings, costs, legal fees and expenses, of every nature and kind, whatsoever and howsoever, which at any time or from time to time may be paid by, or incurred by, or suffered by, or asserted against, any of them as a direct or indirect result of:

- a) a breach of any of the representations, warranties or covenants hereinbefore set out,
- b) the presence of any Hazardous Substance in, on, under or about the Property;
- c) the breach of any Environmental Laws; and/or,

- d) the discharge, emission, release, spill or disposal of any Hazardous Substance from the Property into or upon any land, the atmosphere, any watercourse, body of water or wetland or any other property.

The representations, warranties, covenants, acknowledgments and indemnifications set out in this Warranty and Indemnity shall survive the release and discharge of the Charge and of any other security held by the Lender and the repayment and satisfaction of the indebtedness secured by the Charge.

15. INSPECTION

The Lender shall have access to and the right to inspect the Property at all reasonable times.

16. TAXES

WITH respect to Taxes, the Borrower covenants and agrees with the Lender that:

- 16.1. The Lender may deduct from any advance of the monies secured by the Charge an amount sufficient to pay all Taxes which have become due and payable during any calendar year.
- 16.2. The Lender may at its sole option estimate the amount of the Taxes payable in each year and the Borrower shall forthwith upon demand of the Lender pay to the Lender one-twelfth (1/12) of the estimated annual amount of such Taxes on the 1st day of each and every month during the term of the Charge commencing with the 1st day of the first full month of the term of the Charge. The Lender may at its option apply such payments to the Taxes so long as the Borrower is not in default under any covenant or agreement contained in the Charge, but nothing herein contained shall obligate the Lender to apply such payments on account of Taxes more often than yearly. Provided however, that if the Borrower shall pay any sum or sums to the Lender to apply on account of Taxes, and if before such payments have been so applied by the Lender, there shall be default by the Borrower in respect of any payment of principal or interest as herein provided, the Lender may at its option apply such sum or sums in or towards payment of the principal and interest in default. If the Borrower desires to take advantage of any discounts or avoid any penalties in connection with the payment of Taxes, the Borrower may pay to the Lender such additional amounts as are required for that purpose.
- 16.3. In the event that the Taxes actually charged in a calendar year, together with any interest and penalties thereon, exceed the amount estimated by the Lender as aforesaid, the Borrower shall pay to the Lender, on demand, the amount required to make up the deficiency. The Lender may at its option, pay any of the Taxes when payable, either before or after they are due, without notice, or may make advances therefore in excess of the then amount of credit held by the Lender for Taxes. Any excess amount advanced by the Lender shall be secured as an additional principal sum under the Charge and shall bear interest at the rate as provided for in the Charge until repaid by the Borrower.
- 16.4. The Borrower shall transmit to the Lender all assessment notices, tax bills and other notices pertaining to the imposition of Taxes forthwith after receipt thereof.
- 16.5. The Borrower shall pay to the Lender, in addition to any other amounts required to be paid hereunder, the amount required by the Lender in its sole discretion for a reserve on account of future liability for Taxes.
- 16.6. In no event shall the Lender be liable for any interest on any amount paid to it on account of Taxes and the monies so received may be held with its own funds pending payment or application thereof as herein provided; provided that in the event that the Lender does not utilize the funds received on account of Taxes in any calendar year, such amount or amounts may be held by the Lender on account of any pre-estimate of Taxes required for the next succeeding calendar year, or at the Lender's option the Lender may repay such amount to the Borrower without any interest.
- 16.7. The Borrower shall in all instances be responsible for the payment of any and all penalties resulting from any arrears of Taxes or any late payment of current instalments thereof, and at no time shall such penalties be the responsibility of the Lender.
- 16.8. In the event the Lender does not collect payments on account of Taxes as aforesaid, the Borrower shall deliver to the Lender within thirty (30) days following the due date for each instalment of Taxes written evidence from all taxing authorities having jurisdiction to the effect that the then current instalment of Taxes and all other Taxes due in respect of the then current calendar year and any preceding calendar years have been paid in full, failing which, the Lender shall be entitled to charge a servicing fee for each written inquiry directed to such taxing authorities or the Borrower for the purpose of ascertaining the status of the Taxes together with any costs payable to such taxing authorities for such information.

17. UTILITIES

The Borrower covenants that it will pay all utility and fuel charges related to the Property as and when they are due and that the Borrower will not allow or cause the supply of utilities or fuel to the Property to be interrupted or discontinued and that, if the supply of fuel oil or utilities is interrupted or discontinued, the Borrower will take all steps that are necessary to ensure that the supply of utilities or fuel is restored forthwith. It is specifically agreed that the failure to pay all fuel and utility charges as and when they are due or the interruption or discontinuing of the supply of fuel or utilities to the Property shall constitute a default by the Borrower within the meaning of the Charge and in addition to all other remedies provided for herein, the principal sum of the Charge shall, at the sole option of the Lender forthwith become due and payable.

18. INSURANCE

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

In the event that the evidence of continuation of such insurance as herein required has not been delivered to the Lender within the required time, the Lender shall be entitled to a servicing fee for each written inquiry which the Lender shall make to the insurer or the Borrower pertaining to such renewal (or resulting from the Borrower's non-performance of the within covenant). In the event that the Lender pursuant to the within provision arranges insurance coverage with respect to the Property, the Lender, in addition to the aforesaid servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

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

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

19. REMITTANCE AND APPLICATION OF PAYMENTS

All payments of principal, interest and other monies payable hereunder to the Lender shall be payable at par in lawful money of Canada at the Lender's address for service as set out in the Charge or at such other place as the Lender shall designate in writing from time to time. In the event that any of the monies secured by the Charge are forwarded to the Lender by mail, payment will not be deemed to have been made until the Lender has actually received such monies and the Borrower shall assume and be responsible for all risk of loss or delay.

Notwithstanding anything herein to the contrary, in the event of any default under the Charge, the Lender may apply any payments received in whatever order the Lender may elect as between principal, interest, realty taxes, insurance premiums, repairs, Costs and any other advances or payments made by the Lender hereunder.

20. RECEIPT OF PAYMENT

Any payment received after 1:00 p.m. on any date shall be deemed, for the purpose of calculation of interest to have been made and received on the next bank business day and the Lender shall be entitled to interest on the amount due it, to and including the date on which the payment is deemed by this provision to have been received.

21. NO DEEMED RE-INVESTMENT

Except in the case where the Charge provides for blended payments of principal and interest whether paid monthly or otherwise, the parties hereto agree that the Lender shall not be deemed to reinvest any monthly or other payments received by it hereunder.

22. PRE-AUTHORIZED CHEQUING PLAN

If and when required by the Lender, all payments made under the Charge by the Borrower shall be made by a pre-authorized cheque payment plan as approved by the Lender. The Lender shall not be obligated to accept any payment other than payment made by pre-authorized cheque. Failure to make all payments by pre-authorized cheque shall be an act of default within the meaning of the Charge and the Lender shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option.

23. POSTDATED CHEQUES

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

24. DISHONOURED CHEQUES

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

25. FINANCIAL AND OPERATING STATEMENTS

The Borrower covenants that, within the periods of time hereinafter specified, or within such other period(s) of time as may be specified by this Commitment, the Borrower shall deliver or cause to be delivered to the Lender the following:

- 25.1. within one hundred and twenty (120) days after the end of each fiscal year of operation of the Property, an annual operating statement in respect of the Property for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Property, the cost and expenses of operation and maintenance of the Property and such other information and explanations in respect of the same as may be required by the Lender;
- 25.2. within one hundred and twenty (120) days after the end of each fiscal year of each Borrower and Covenantor which is a corporation or partnership, the annual financial statements of each such corporation or partnership for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation or partnership as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Lender; and
- 25.3. with respect to each Borrower and Covenantor who is an individual and within thirty (30) days after each anniversary of the date of this Commitment, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Lender.

All such operating and financial statements shall be prepared at the expense of the Borrower and in accordance with generally accepted accounting principles applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Lender, and shall be submitted in audited form if so required by the Lender in the event of a default occurring pursuant to the Charge, and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of the Borrower or Covenantor, as the case may be.

The Lender reserves the right to disclose to third parties, any of the foregoing financial information or otherwise acquired in respect to the Loan as may be required in connection with the fulfillment of its rights and/or obligations under this Commitment or the Charge or to carry out its terms of to enforce its security for mortgage securitization purposes.

26. ESTOPPEL ACKNOWLEDGEMENTS

If and whenever the Lender requests an acknowledgement from the Borrower as to the statement of account with respect to the Charge or the status of the terms and conditions of the Charge, the Borrower shall execute such an acknowledgement in such form as may be required by the Lender provided that the contents of such form are correct, and the Borrower shall do so forthwith upon request and without cost to the Lender and shall return such acknowledgement duly executed within two (2) business days of such request.

27. STATEMENTS OF ACCOUNT

The Borrower shall be entitled to receive upon written request, a statement of account with respect to the Charge as of any payment date under the Charge and the Lender shall be entitled to a servicing fee for each such statement.

28. RENEWAL OR EXTENSION OF TIME; ATTENTION SUBSEQUENT INTERESTS

No renewal or extension of the term of the Charge given by the Lender to the Borrower, or anyone claiming under it, or any other dealing by the Lender with the owner of the equity of redemption of the Property, shall in any way affect or prejudice the rights of the Lender against the Borrower or any other Person liable for the payment of the monies hereby secured. The Charge may be amended, extended and/or renewed by an agreement in writing at maturity for any term with or without an increased rate of interest, or amended from time to time as to any of its terms, including, without limitation, an increase of interest rate or principal amount and notwithstanding that there may be subsequent encumbrancers, and it shall not be necessary to register any such agreement in order to retain priority for the Charge so altered over any instrument registered subsequent to the Charge. PROVIDED that nothing contained in this paragraph shall confer any right of amendment, extension or renewal upon the Borrower.

The terms of the Charge may be amended, extended and the Charge may be renewed from time to time by mutual agreement between the then current owner of the Property and the Lender and the Borrower hereby further covenants and agrees that, notwithstanding that the Borrower may have disposed of its interest in the Property, the Borrower will remain liable as a principal debtor and not as a surety for the observance of all of the terms and provisions herein and will in all matters pertaining to the Charge well and truly do, observe, fulfill and keep all of the covenants, provisos, conditions and agreements in the Charge and all amendment(s), extension(s) and renewal(s) thereof, and without limiting the foregoing, notwithstanding the amendment, extension and/or renewal of the Charge, and notwithstanding the giving of time for the payment of the Charge or the varying of the terms of the payment thereof or of the rate of interest thereon, and notwithstanding any other indulgence by the Lender to the Borrower.

The Borrower covenants and agrees with the Lender that no agreement for amendment, extension and/or renewal hereof, or for extension of the time for payment of any monies payable hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Borrower to the Lender after the expiration of the original term of the Charge or of any subsequent term agreed to in writing between the Borrower and the Lender, and that no amendment, extension and/or renewal hereof or any extension of the time for payment of any monies hereunder shall result from, or be implied from, any other act, matter or thing, save only express agreement in writing between the Borrower and the then current owner of the Property.

29. EXPROPRIATION

If the Property or any part thereof which, in the reasonable opinion of the Lender is material to the viability and operations thereon shall be expropriated by any Governmental Body clothed with the powers of expropriation, the principal sum herein remaining unpaid shall at the option of the Lender forthwith become due and payable together with interest thereon at the rate provided for herein to the date of payment together with a bonus equal to the aggregate of (a) three months' interest at the said rate calculated on the amount of the principal remaining unpaid, and (b) one month's interest at the rate provided for herein calculated on the principal remaining unpaid, for each full year of the term of the Charge or any part of such year from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of

the Charge become due and payable and in any event all the proceeds of any expropriation shall be paid to the Lender at its option in priority to the claims of any other party.

30. LETTERS OF CREDIT

The parties to the Charge hereby acknowledge and agree that, in addition to all other amounts advanced and/or secured hereby, the Charge shall stand as good and valid security with respect to any and all letters of credit, letters of guarantee or similar instruments (collectively the "Letters of Credit") issued by or on behalf of the Lender for the benefit of or on account of the Borrower and in favour of any other party as may be requested or directed by the Borrower from time to time, and that the total amount of the financial obligations under each Letter of Credit shall be deemed to have been advanced and fully secured under the Charge as of and from the date of issuance of each such Letter of Credit regardless of when the same may be called upon by the holder thereof. In the event that at any time the Lender is of the opinion, in its sole and unfettered discretion, that the Property or such part(s) thereof as remain undischarged are insufficient to secure the aggregate amount of all of the Lender's outstanding obligations under, pursuant to or in connection with such Letters of Credit from time to time outstanding, the Lender shall be entitled to retain out of any payment received under the Charge or out of the proceeds of any sale or revenue received in respect of the Property or any part(s) thereof or out of the proceeds of any amounts received by the Lender upon the enforcement of the Charge, an amount equal to the aggregate amount of all of the Lender's outstanding obligations under, pursuant to or in connection with Letters of Credit as remain from time to time outstanding without being obliged to apply any portion of such amount on account of any principal, interest or other monies otherwise outstanding and secured by the Charge; and the Lender shall be entitled to retain such amount for such period of time as any of the Letters of Credit remain outstanding and the Lender is hereby irrevocably authorized and directed to utilize the same in order to satisfy payment of any amounts called upon for payment pursuant to the Letters of Credit.

31. SALE OR CHANGE OF CONTROL

In the event of any sale, conveyance or transfer of the Property or any portion thereof, or a change in control or beneficial ownership of the Borrower or a change in the beneficial ownership of the Property or any portion thereof or a lease of the whole of the Property, all sums secured hereunder shall, at the Lender's option, become due and payable forthwith unless the prior written consent of the Lender has been obtained, which consent may be arbitrarily or unreasonably withheld. The rights of the Lender pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under the Charge from the Borrower or any Person claiming through or under it and the rights of the Lender hereunder shall continue without diminution for any reason whatsoever until such time as the Lender has consented in writing as required by this provision.

Provided further that no permitted sale or other dealing by the Borrower with the Property or any part thereof shall in any way change the liability of the Borrower or in any way alter the rights of the Lender as against the Borrower or any other Person liable for payment of the monies hereby secured.

32. NO FURTHER ENCUMBRANCES

In the event of that the Borrower enters into, creates, incurs, assumes, suffers or permits to exist any additional charge, encumbrance, pledge or other financing of the Property, or of the chattels, equipment or personal property related to the Property, all sums secured hereunder shall, at the Lender's option, become due and payable forthwith unless the prior written consent of the Lender has been obtained, which consent may be arbitrarily or unreasonably withheld.

33. EVENTS OF DEFAULT

Without limiting any of the provisions of the Charge, each of the following events shall be considered events of default hereunder upon the happening of which the whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable at the option of the Lender exercised by notice in writing to the Borrower:

- 33.1 Failure by the Borrower to pay any instalment of principal, interest and/or Taxes under the Charge or under any charge or other encumbrance of the Property, on the date upon which any of the payments for same become due;
- 33.2 Failure by the Borrower or any Covenantor to strictly and fully observe or perform any condition, agreement, covenant or term set out in the application or Commitment for the loan secured by the Charge, the provisions of the Charge, or any other document creating a contractual relationship as between them or any of them or if it is found at any time that any representation to the Lender with respect to the loan secured by the Charge or in any way related thereto is incorrect or misleading;
- 33.3 Default by the Borrower in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any charge or other encumbrance affecting the Property, whether or not it has priority over the Charge;

- 33.4 Upon the registration of any construction lien against the Property which is not discharged or vacated within a period of ten (10) days after the date of registration thereof;
- 33.5 In the event that any Hazardous Substance is discovered in, on or under the Property or any part thereof and the same is not completely removed therefrom to the entire satisfaction of the Lender within ten (10) days after demand therefore by the Lender;
- 33.6 In the event that the Property are abandoned or there is any cessation of the business activities or any material part thereof now being conducted upon the Property by the Borrower or the beneficial owner of the Property or any of their respective officers, agents, employees, tenants or invitees;
- 33.7 If the Borrower or any Covenantor commits an act of bankruptcy or becomes insolvent or has a receiver or receiver and manager appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Property or any part thereof or if any compromise or arrangement with creditors is made by any of them; or,
- 33.8 Default by the Borrower, its successors or assigns, or any of the Covenantor(s) in the observance or performance of any representation, warranty, covenant, proviso, agreement or condition contained in any charge or encumbrance or document securing, evidencing or relating to any indebtedness owing by the Borrower, its successors or assigns, to the Lender from time to time whether or not related to or affecting the within Loan and the Property or any other loan and property given as security therefor.

34. **DEFAULT**

The Lender may, on default of payment or in the performance of any covenant in the Charge contained or implied by law or statute, enter on and lease the Property, or in default of payment or in default in performance of any covenant in the Charge contained or implied by law or statute for at least fifteen (15) days may, on at least thirty-five (35) days' notice sell the Property. Such notice shall be given to such Persons and in such manner and form and within such time as provided under the *Mortgages Act* (Ontario). 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 Property, if occupied, or by placing it on the Property if unoccupied, or at the option of the Lender, by mailing it in a registered letter addressed to the Borrower at the Borrower's last known address, or by publishing it once in a newspaper published in the city, county or district in which the Property are situate; and such notice shall be sufficient although not addressed to any Person or Persons by name or designation; and notwithstanding that any Person to be affected thereby may be unknown, unascertained, or under disability. If there be legal personal representatives of the Borrower on the death of the Borrower, such notice may, at the option of the Lender, be given in any of the above modes or by personal service upon such representatives.

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

It is hereby agreed that the Lender may pay all premiums of insurance and all Taxes which shall from time to time fall due and be unpaid in respect of the Property, and that such payments together

with all Costs which may be incurred in taking, recovering and keeping possession of the Property, and of negotiating this loan, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize this security, (including legal fees, real estate commissions, appraisal costs and other Costs incurred in leasing or selling the Property or in exercising the power of entering, leasing and selling herein contained) shall be with interest at the rate aforesaid and shall be a charge upon the Property in favour of the Lender and that the Lender may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the Property, and that any amount paid by the Lender shall be added to the monies hereby secured and shall be payable forthwith with interest at the rate herein, and in default the Charge shall immediately become due and payable at the option of the Lender and all powers in the Charge conferred shall become exercisable. In the event of the Lender paying the amount of any such encumbrance, lien or charge, taxes or rates, either out of the money advanced on the security of the Charge or otherwise, the Lender shall be entitled to all the rights, equities and securities of the Person or Persons so paid and is hereby authorized to obtain an assignment or discharge thereof, and to retain same, for whatever period the Lender shall deem it proper to do so.

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

The Lender may lease or sell as aforesaid without entering into possession of the Property.

The Lender may distrain for arrears of interest and the Lender may distrain for arrears of principal and arrears of Taxes in the same manner as if the same were arrears of interest.

Upon default of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Lender, together with interest thereon.

Upon default of payment of instalments of principal promptly as the same become due, the balance of the principal and interest shall immediately become due and payable at the option of the Lender. Upon default under the Charge, the Lender shall be entitled and shall have full power to assume control of, manage, operate and carry on the business of the Borrower being conducted at or upon the Property on the date of the Charge or at any time thereafter.

Until default hereunder the Borrower shall have quiet possession of the Property.

On default the Lender shall have quiet possession of the Property.

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

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

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

Without limiting any other provision of the Charge, the Borrower acknowledges and agrees that, upon the occurrence of any default under the Charge and whether or not the monies hereby secured have been fully advanced, the Lender may, at any time and from time to time as the Lender shall determine at its sole option and discretion, advance such further sums under the Charge as are necessary to pay any arrears of Taxes, utilities or other charges capable of constituting a lien upon the Property *pari passu* with or in priority to the Charge, to pay all amounts

due under any encumbrance having priority over the Charge, to pay all amounts required to discharge or vacate any construction lien registered against the Property whether or not priority is claimed over the Charge, to maintain in good standing any policies of insurance in respect of the Property, to maintain, repair, operate and/or manage the Property and any or all improvements thereon, to complete construction or renovation of any improvements on the Property, to realize upon any security held by the Lender for the loan secured by the Charge and generally to enforce all of the Lender's rights, title and interest hereunder and to protect the Property and to preserve the enforceability and priority of the Charge, and to pay any and all Costs; and all amounts advanced by the Lender for any of the purposes as aforesaid shall bear interest at the rate applicable under the Charge from the date so advanced until repaid in full and shall be secured by the Charge in the same priority as the principal amount hereof.

35. RIGHT OF LENDER TO REPAIR, ETC.

The Borrower covenants and agrees with the Lender that in the event of default in the payment of any instalment or other monies payable hereunder by the Borrower or on breach of any covenant, proviso or agreement herein contained after all or any of the monies hereby secured have been advanced, the Lender may, at such time or times as the Lender may deem necessary and without the concurrence of any Person, enter upon the Property and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Property or for inspecting, taking care of, leasing, collecting the rents of and generally managing the Property, as the Lender may deem expedient; and all Costs including, but not limited to, allowances for the time and services of any employee of the Lender or other Person appointed for the above purposes and a servicing fee shall be forthwith payable to the Lender by the Borrower and shall be a charge upon the Property and shall bear interest at the rate applicable under the Charge until paid.

36. APPOINTMENT OF A RECEIVER

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

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

- 36.1. A Statutory Declaration made by the Lender or by any authorized representative of the Lender as to default under the provisions of the Charge shall be conclusive evidence thereof;
- 36.2. Every such Receiver shall be the irrevocable agent or attorney of the Borrower for the collection of all rents falling due in respect to the Property, or any part thereof, whether in respect of any tenancies created in priority to the Charge or subsequent thereto and with respect to all responsibility and liability for its acts and omissions;
- 36.3. The Lender may from time to time fix the remuneration of every such Receiver which shall be a charge on the Property, and may be paid out of the income therefrom or the proceeds of sale thereof;
- 36.4. The appointment of every such Receiver by the Lender shall not incur or create any liability on the part of the Lender to the Receiver in any respect and such appointment or anything which may be done by any such Receiver or the removal of any such Receiver or the termination of any such receivership shall not have the effect of constituting the Lender a mortgagee in possession in respect of the Property or any part thereof;
- 36.5. The Receiver shall have the power to lease any portion of the Property for such term and subject to such provisions as it may deem advisable or expedient and shall have the authority to execute any lease of the Property or any part thereof in the name and on behalf of the Borrower and the Borrower undertakes to ratify and confirm, and hereby ratifies and confirms, whatever acts such Receiver may do on the Property,

- 36.6. In all instances, the Receiver shall be acting as the attorney or agent of the Borrower;
- 36.7. The Receiver shall have full power to complete any unfinished construction upon the Property;
- 36.8. The Receiver shall have full power to manage, operate, amend, repair, alter or extend the Property or any part thereof in the name of the Borrower for the purposes of securing the payment of rental from the Property or any part thereof;
- 36.9. The Receiver shall have full power to assume control of, manage, operate and carry on the business of the Borrower being conducted at or upon the Property on the date of the Charge or at any time thereafter;
- 36.10. The Receiver shall have full power to do all acts and execute all documents which may be considered necessary or advisable in order to protect the Lender's interest in the Property including, without limiting the generality of the foregoing, increasing, extending, renewing or amending all charges, mortgages and other encumbrances which may be registered against the Property from time to time, whether or not any of the same are prior to the interest of the Lender in the Property; selling of the Property; borrowing money on the security of the Property; applying for and executing all documents in any way related to any re-zoning applications, severance of Property pursuant to the provisions of the *Planning Act* (Ontario), as amended, subdivision agreements and development agreements and agreements for the supply or maintenance of utilities or services to the Property, including grants of Property or easements or rights of way necessary or incidental to any such agreements; executing all grants, documents, instruments and agreements related to compliance with the requirements of any competent Governmental Body, whether pursuant to a written agreement or otherwise and applying for and executing all documents in any way related to registration of the Property as a condominium; completing any application for first registration pursuant to the provisions of the *Land Titles Act* (Ontario) or pursuant to the *Certification of Titles Act* (Ontario); and for all and every of the purposes aforesaid the Borrower does hereby give and grant unto the Receiver full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done as aforesaid in and about the Property, and to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the Property, as fully and effectually to all intents and purposes as the Borrower itself could do if personally present and acting therein.
- 36.11. The Receiver shall not be liable to the Borrower to account for monies or damages other than cash received by it in respect of the Property or any part thereof and out of such cash so received every such Receiver shall pay in the following order:
- i) its remuneration;
 - ii) all payments made or incurred by it in the exercise of its powers hereunder;
 - iii) any payment of interest, principal and other money which may from time to time be or become charged upon the Property in priority to the monies owing hereunder and all taxes, insurance premiums and every other proper expenditure made or incurred by it in respect of the Property or any part thereof.

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

37. **LENDER NOT TO BE DEEMED LENDER IN POSSESSION**

It is agreed that the Lender in exercising any of the rights given to the Lender under the Charge shall be deemed not to be a Lender or mortgagee in possession.

38. **ENFORCEMENT OF ADDITIONAL SECURITY**

In the event that, in addition to the Property charged hereby, the Lender holds further security on account of the monies secured hereby, it is agreed that no single or partial exercise of any of the Lender's powers hereunder or under any of such security, shall preclude other and further exercise of any other right, power or remedy pursuant to any of such security. The Lender shall at all times have the right to proceed against all, any, or any portion of such security in such order and in such manner as it shall in its sole discretion deem fit, without waiving any rights which the Lender may have with respect to any and all of such security, and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Borrower under the remaining security,

provided however, that upon payment of the full indebtedness secured hereunder the rights of the Lender with respect to any and all such security shall be at an end.

39. TAKING OF JUDGMENT NOT A MERGER

The taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Lender's right to interest at the rate and times herein provided; and further that the said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.

40. BANKRUPTCY AND INSOLVENCY ACT

The Borrower hereby acknowledges and agrees that the security held by the Lender is not all or substantially all of the inventory, accounts receivable or other property of the Borrower acquired for or used in relation to any business carried on by the Borrower. The Borrower hereby further acknowledges and agrees that notwithstanding any act of the Lender by way of appointment of any Person or Persons for the purposes of taking possession of the Property as agent on behalf of the Borrower or otherwise or by taking possession of the Property itself pursuant to any rights that the Lender may have with respect thereto shall not constitute the Lender or any such Person, a receiver within the meaning of subsection 243(2) of the *Bankruptcy and Insolvency Act* (Canada) (the "BIA"), and that any and all requirements of Part XI of the BIA as it may pertain to obligations of receivers shall not be applicable to the Lender with respect to the transaction pursuant to which the Charge has been given or with respect to enforcement of the Charge or any other security held by the Lender. The Borrower hereby acknowledges and agrees that no action shall lie against the Lender as a receiver and manager or otherwise for any loss or damage arising from non-compliance with any obligations of a receiver pursuant to the provisions of the BIA whether or not the Lender had reasonable grounds to believe that the Borrower was not insolvent.

The Borrower further acknowledges and agrees that any and all Costs as may be incurred from time to time by the Lender in order to effect compliance or avoid any adverse ramifications of the BIA shall be entirely for the account of the Borrower. The Lender shall be entitled to incur any such Costs, including any costs of its personnel in administering any requirements of the BIA and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Lender for the indebtedness owing to the Lender in the same manner and in the same priority as the principal secured hereunder.

41. PERMISSIBLE INTEREST RATE

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

42. INDEMNIFICATION

The Borrower and Covenantor hereby agree to indemnify and save harmless the Lender, its officers, agents, trustees, employees, contractors, licensees or invitees from and against any and all losses, damages, injuries, expenses, suits, actions, claims and demands of every nature and kind whatsoever and howsoever arising out of the provisions of this Commitment and the Security, any letters of credit or letters of guarantee issued, sale or lease of the Property and/or the use or occupation of the Property including, without limitation, those arising from the right to enter the Property from time to time and to carry out the various tests, inspections, management and other activities permitted by the Commitment and the Security.

In addition to any liability imposed on the Borrower and Covenantor under any instrument evidencing or securing the Loan indebtedness, the Borrower and Covenantor shall be jointly and severally liable for any and all of the Lender's costs, expenses, damages or liabilities, 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 Property of any hazardous or noxious substances. The Borrower and the Covenantor(s) shall be further bound by the representations, warranties and indemnity set out herein.

The representations, warranties, covenants and agreements of the Borrower and Covenantor set forth in this Section:

- 42.1. are separate and distinct obligations from the Borrower's and Covenantor's other obligations;
- 42.2. survive the payment and satisfaction of their other obligations and the discharge of the Security from time to time taken as security therefore,
- 42.3. are not discharged or satisfied by foreclosure of the charges created by any of the Security; and
- 42.4. shall continue in effect after any transfer of the Property including, without limitation, transfers pursuant to foreclosure proceedings (whether judicial or non-judicial) or by any transfer in lieu of foreclosure.

43. NON-MERGER

The Borrower's obligations as contained in this Commitment shall survive the execution and registration of the mortgage and other security documentation and all advances of funds under the mortgage, and the Borrower agrees that those obligations shall not be deemed to be merged in the execution and registration of the mortgage and other security. All terms and conditions of the mortgage and other security documentation shall be deemed to be incorporated in and form part of the Commitment, except to the extent provided for herein. In the event of conflict, the terms of this Commitment shall prevail.

44. NOTICES

All notices or other communications to be given pursuant to or in connection with the Charge shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or facsimile transmission to the party or parties intended at its or their respective addresses for service as set out in the Charge. The date of receipt of such notice or demand, if served personally or by facsimile, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the date of mailing thereof. For the purposes hereof, personal service on the Borrower or any Covenantor shall be effectively given by delivery to any officer, director or employee of such Borrower or Covenantor. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

45. PRIORITY OVER VENDOR'S LIEN

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

46. CONSENT OF LENDER

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

47. DISCHARGE

The Lender shall have a reasonable period of time after payment in full of the monies hereby secured within which to prepare and execute a discharge of the Charge; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Lender; and all legal and other expenses for the preparation and execution of such discharge shall, together with the Lender's fee for providing same, be borne by the Borrower. The discharge shall be prepared and executed by such Persons as are specifically authorized by the Lender and the Lender shall not be obligated to execute any discharge other than a discharge which has been so authorized.

If the Charge, this Commitment or any other document provides for the giving of partial discharges of the Charge, it is agreed that, notwithstanding any other provision to the contrary, the Borrower shall not be entitled to request or receive any such partial discharge if and for so long as the Borrower is in default under the Charge, this Commitment or such other document.

48. FAMILY LAW ACT

The Borrower shall forthwith after any change or happening affecting any of the following, namely, (a) the spousal status of the Borrower, (b) the qualification of the Property or any part thereof as a matrimonial home within the meaning of Part II of the *Family Act* (Ontario), (c) the ownership of the

equity of redemption in the Property or any part thereof, and (d) a shareholder of the Borrower obtaining rights to occupy the Property or any part thereof by virtue of shareholding within the meaning of Section 18(2) of the *Family Law Act* (Ontario), the Borrower will advise the Lender accordingly and furnish the Lender with full particulars thereof, the intention being that the Lender shall be kept fully informed of the names and addresses of the owner or owners for the time being of the said equity of redemption and of any spouse who is not an owner but who has a right of possession in the Property by virtue of Section 19 of the *Family Law Act* (Ontario). In furtherance of such intention, the Borrower covenants and agrees to furnish the Lender with such evidence in connection with any of (a), (b), (c) and (d) above as the Lender may from time to time request.

49. **INDEPENDENT LEGAL ADVICE**

The Borrower and each Covenantor acknowledge that they have full knowledge of the purpose and essence of this transaction, and that they have been appropriately and independently legally advised in that regard or have been advised of their right to independent legal advice and have declined same. Such parties agree to provide to the Lender a Certificate of Independent Legal Advice as and when same may be required, regarding their knowledge and understanding of this transaction.

50. **SERVICING FEES**

All servicing fees as herein provided are intended to and shall be in an amount sufficient in the sole opinion of the Lender to compensate the Lender for its administrative costs and shall not be deemed a penalty. The amount of such servicing fees if not paid shall be added to the principal amount secured hereunder, and shall bear interest at the rate aforesaid and the Lender shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law.

51. **CONSENT TO REGISTRATION OF A PLAN OF CONDOMINIUM**

Provided the Borrower is not in default of the provisions of this Commitment or any loan documents and provided that there are no costs or financial obligations to the Lender, the Lender hereby agrees that it will consent to the Borrower registering a plan of condominium and declaration (the "Condominium") pursuant to the *Condominium Act, 1998* (Ontario), as amended, with respect to the Property or any part thereof provided that the Lender has received and approved the draft plan of condominium and the declaration and provided further that the Borrower, if requested by the Lender, shall deliver to the Lender prior to the registration of the Condominium, a further charge of the Property (the "Replacement Charge") on the same terms and conditions save and except for the new legal description of the Property. It is agreed that the Replacement Charge shall secure the same indebtedness as the original Charge. In connection with the provision of the Replacement Charge, the Borrower shall also provide a replacement general assignment of rents (the "Replacement Assignment of Rents"), and together with and each Covenantor, where applicable, shall provide a re-confirmation of all existing security and such further and other documentation as may then be required by the Lender's solicitors.

Provided further that the original Charge and the original assignment of rents and leases relating thereto shall not be released or discharged from the Property (save and except for any partial discharge provisions provided for therein) until the expiration of ninety (90) days immediately following the later of the registration of the Condominium and the registration of the Replacement Charge and Replacement Assignment of Rents. Provided further that at the time of the request for a discharge of the Charge and the original assignment of rents and leases the Borrower shall not be in default of the provisions of the Charge, the Replacement Charge and/or this Commitment, failing which the Lender shall not be obliged to discharge same.

52. **CONDOMINIUM PROVISIONS**

If all or any part of the Property is or becomes a condominium unit pursuant to the provisions of the *Condominium Act, 1998* (Ontario) (the "Act"), the following covenants and provisions shall apply in addition to all other covenants and provisions set forth in the Charge:

- 52.1. For the purposes of all parts of the Property comprising one or more such condominium units, all references in the Charge to the Property shall include the Borrower's appurtenant undivided interest in the common elements and other assets of the Condominium Corporation;
- 52.2. The Borrower shall at all times comply with the Act and shall forward to the Lender proof of such compliance as the Lender may request from time to time including, without limitation, status certificates issued by the Condominium Corporation; and if the Borrower fails to so comply in any respect, the Lender may do so at its option and all Costs incurred by the Lender in connection therewith shall be secured by the Charge and payable by the Borrower to the Lender forthwith upon demand, together with interest thereon as herein provided;
- 52.3. The Borrower shall pay, when due, all monies payable by the Borrower or with respect to the Property in accordance with the provisions of the Act and the declaration, by-laws and rules

of the Condominium Corporation, including all required contributions to common expenses and any special levies, charges and assessments, and shall provide proof of such payment to the Lender upon request; and if the Borrower fails to make any such payment, the Lender may do so at its option and all amounts so paid by the Lender shall be secured by the Charge and shall be payable by the Borrower to the Lender forthwith upon demand, together with interest thereon as herein provided;

52.4. The Borrower hereby irrevocably appoints, authorizes and empowers the Lender to exercise the rights of the Borrower to vote or to consent as an owner within the meaning of the Act with respect to all matters relating to the affairs of the Condominium Corporation, or to abstain from doing so, provided that:

51.4.1. the Lender may at any time and from time to time give notice in writing to the Borrower and to the Condominium Corporation that the Lender does not intend to exercise such right to vote or to consent, in which case the Borrower may exercise its right to vote or to consent for so long as such notice remains effective or until such notice is revoked by the Lender; and any such notice may be for an indeterminate period of time, a limited period of time or for a specific meeting or matter;

51.4.2. the Lender shall not be under any obligation to vote or to consent or to protect the interests of the Borrower; and,

51.4.3. the exercise by the Lender of its right to vote or to consent or to abstain from doing so shall not constitute the Lender as a mortgagee or Lender in possession and shall not give rise to any liability on the part of the Lender;

52.5. The Borrower shall forward to the Lender by delivery or by prepaid registered mail copies of every notice, assessment, claim, demand, by-law, rule, request for consent and other communication relating to all or any part of the Property or the common elements or affairs of the Condominium Corporation on or before the date which is the earlier of:

51.5.1. fourteen (14) days after receipt of the same by the Borrower;

51.5.2. seven (7) days prior to the date set for any meeting of the Condominium Corporation or any committee thereof;

51.5.3. seven (7) days prior to the due date of any claim or demand for payment; and,

51.5.4. within twenty-four (24) hours after becoming aware of any information concerning termination of any insurance policy, insurance trust agreement or management agreement relating to the Condominium Corporation or any of its assets;

52.6. The Borrower hereby authorizes and directs the Condominium Corporation to permit the Lender to inspect the records of the Condominium Corporation at any reasonable time;

52.7. In addition to and notwithstanding any other provisions of the Charge, the outstanding principal amount and all accrued interest and other charges secured by the Charge shall, at the Lender's option, become immediately due and payable without notice or demand if any of the following events or circumstances shall occur and be continuing:

51.7.1. the government of the Condominium Corporation or the government of the Property by the Condominium Corporation is terminated;

51.7.2. a vote of the Condominium Corporation authorizes the sale of all or substantially all of its property or assets or all or any part of its common elements or all or any part of the Property, or any part of the same is expropriated;

51.7.3. the Condominium Corporation fails to comply with any provision of the Act or its declaration or any of its by-laws and rules;

51.7.4. the Condominium Corporation fails to insure its assets, including the Property, in accordance with the Act and the declaration and by-laws of the Condominium Corporation, or any insurer thereof cancels or threatens cancellation of any existing obligation to insure the same.

53. ASSIGNMENT OF RENTS

As additional primary security for the monies secured by the Charge, the Borrower transfers and assigns to the Lender all rents, income, profits, rights and other benefits (collectively the "Rents") now or hereafter due or arising pursuant to all present and future oral or written leases, agreements to lease, tenancies or other agreements for the use or occupancy of the whole or any part of the Property and all extensions and renewals thereof (collectively the "Leases" and individually a "Lease") granted to any and all tenants, licensees and other occupiers thereof (collectively the

"Tenants" and individually a "Tenant"); and in furtherance thereof, the Borrower covenants and agrees as follows:

- 53.1. the Leases and details thereof heretofore provided by the Borrower to the Lender are in full force and effect and have not been assigned or pledged to any other party except as disclosed by registered title to the Property;
- 53.2. except with the prior written consent of the Lender, the Borrower shall not amend, terminate, release or accept a surrender of any Lease or any guarantee thereof or waive, release, reduce, discount, discharge or otherwise compromise any Rents payable thereunder, and any attempt to do any of the foregoing without such prior written consent shall be null and void as against the Lender;
- 53.3. except for the last month's rent and any security deposit, the Borrower has not received and shall not accept payment of any Rents more than thirty (30) days in advance;
- 53.4. except with the prior written consent of the Lender, the Borrower shall not further assign the Rents, the Leases or any interest therein or consent or agree to any postponement or subordination of the same in favour of any mortgage or other encumbrance now or hereafter affecting the Property;
- 53.5. except with the prior written consent of the Lender, the Borrower shall not consent to or permit any assignment or subletting of the interest of any Tenant under any Lease or exercise any right of election thereunder which would in any way lessen the liability of any Tenant or shorten the stated term of any Lease;
- 53.6. the Borrower shall diligently and in good faith observe and perform all of the landlord's covenants contained in the Leases and shall likewise require that the Tenants and other parties to the Leases fully observe and perform the covenants and agreements imposed upon them by the Leases, failing which, the Lender may, at its option, require the same at the expense and in the name of the Borrower, and all such expenses incurred by the Lender shall be a charge upon the Property and be paid by the Borrower to the Lender forthwith upon demand;
- 53.7. the Borrower shall give prompt written notice to the Lender of default by any Tenant and any notice of default received from any Tenant, including a copy of such notice;
- 53.8. all of the Leases are and shall be bona fide and at rental rates and upon terms which are commercially reasonable and consistent with comparable space in the municipality within which the Property are situate;
- 53.9. the Borrower shall, at its own expense, execute and deliver to the Lender all such further assurance and assignments with respect to the Rents and the Leases and enforce and do all other acts with respect to the Leases as may be required from time to time by the Lender.

Upon default hereunder by the Borrower, the Lender shall be entitled, as agent and attorney of the Borrower, to collect, sue for, waive or compromise the Rents and to enforce performance of the Leases or amend, terminate, release or accept a surrender of the same as the Lender may determine in its sole discretion;

The Lender shall not be obligated to perform or discharge any obligation or liability under the Leases, or under or by reason of the assignment herein contained, and the Borrower agrees to save and hold harmless the Lender of and from any and all actions, proceedings, claims, demands, liability, damages, Costs or expenses which the Lender may incur under or by reason of the Leases or the assignment herein contained; and all Costs incurred by the Lender in connection therewith shall be a charge upon the Property and be paid by the Borrower to the Lender forthwith upon demand.

In the event that the Lender collects any Rents by reason of the Borrower's default, the Lender shall be entitled to payment from the same of an administration fee equal to 5.0% of the gross amount of Rents collected, and the Borrower acknowledges and agrees that such administration fee is just and equitable having regard to the circumstances.

54. MATERIAL ADVERSE CHANGES

In the event that at any time while any indebtedness remains outstanding pursuant to the provisions of the Charge, the Lender discovers a discrepancy or inaccuracy in any written information, statements or representations made or furnished to the Lender by or on behalf of the Borrower or any Covenantor concerning the Property or the financial condition and responsibility of the Borrower or any Covenantor in the event of any material adverse change in the value of the Property or the financial status of the Borrower or any Covenantor or any lessee on which the Lender relied upon in making any advances hereunder, which material change, discrepancy or inaccuracy cannot be rectified by the Borrower or such Covenantor (if applicable) within thirty (30) days after written

notification thereof by the Lender to the Borrower or such Covenantor, the Lender shall be entitled to decline to advance any further funds pursuant hereto and/or to declare any and all amounts advanced pursuant hereto together with interest thereon to be forthwith due and payable.

55. **PROFESSIONAL MANAGEMENT**

The Property must at all times be professionally managed by property managers acceptable to the Lender, failing which the Lender reserves the right, in its sole discretion, to appoint new or other property managers at the sole expense of the Borrower. A change in the property managers for Property shall require the prior written consent of the Lender. No management fee shall be payable to the manager of the Property, other than to a professional arm's-length manager approved by the Lender, without the prior written consent of the Lender. No management fees in excess of market fees for similar properties in the general location of the Property shall be payable without the prior written consent of the Lender.

56. **NO PREPAYMENTS**

Save and except as otherwise provided for in the Commitment or any schedule to a specific charge, the Borrower shall have no right to prepay all or any part of the amount outstanding under the Charge prior to the maturity date thereof.

57. **NO PARTIAL DISCHARGES**

Save and except as otherwise provided for in the Commitment or any schedule to a specific charge, the Borrower shall have no right to obtain a partial discharge(s) of the Charge

58. **ADDITIONAL FEES**

All advances, in addition to legal fees and disbursements of the Lender's solicitors, shall be subject to an administrative processing fee of Five Hundred Dollars (\$500.00) for each advance made under the Loan in favour of the Lender. The Borrower shall be permitted one advance per month. If the Lender, in its sole discretion, agrees to make an advance in an amount not less than the minimum amount per advance as specified in this Commitment, an additional processing fee of Five Hundred Dollars (\$500.00) for any such advance so made shall be payable by the Borrower.

59. **ABANDONMENT**

In the event of abandonment of the Project 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.

60. **INTERPRETATION**

It is hereby agreed that, in construing the Charge, everything herein contained shall extend to and bind and may be enforced or applied by the respective heirs, personal representatives, successors and assigns, as the case may be, of each and every of the parties hereto, and where any of the Borrower, the Lender and any Covenantor is more than one Person, their respective covenants shall be deemed to be joint and several, and the provisions of the Charge shall be read and construed with all changes of gender and number as required by the context.

61. **HEADINGS**

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

62. **INVALIDITY**

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

63. **COUNTERPARTS**

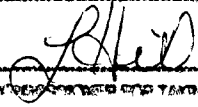
The Charge may be executed and/or registered in counterparts, each of which, so executed, and/or registered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, and notwithstanding their date of execution shall be deemed to bear date as of the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



L



This is Exhibit "1" referred to in the
affidavit of Linda Rosenberg,
sworn before me, this 08
day of November 2016.


A Notary Public for the State of California



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

PAGE 1 OF 4
PREPARED FOR R511v401
ON 2016/03/11 AT 14:04:12

76254-0027 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION

UNIT 1, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2254 AND ITS APPOINTMENT INTEREST THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; THE NORTH LIMIT OF BLOOR STREET WEST AS CONFIRMED UNDER THE BOUNDARIES ACT BY PLAN BA-2083 AS IN CT-624306.; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3089641; CITY OF TORONTO

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2006-02-03

ESTATE/QUALIFIER:

RECENTLY.
CONDOMINIUM FROM 21213-0171

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE
BENO

PIN CREATION DATE:
2012/08/13

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/ CHKD |
|----------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------|---------------------------------------------|---------------|
| ** PRINTOUT | | INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2012/08/13 ** | | | | |
| **SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND * | | | | | | |
| ** | | PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE ** | | | | |
| ** | | TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. ** | | | | |
| 64BA2083 | 1983/10/12 | PLAN BOUNDARIES ACT REMARKS: DB14, CT624306 | | | | C |
| AT882645 | 2005/08/05 | NOTICE REMARKS: NOTICE OF AMENDED APPLICATION FOR ABSOLUTE TITLE, SUBSECTION 46(2) OF THE LTA, AT866447 | | 206 BLOOR STREET WEST LIMITED | | C |
| AT1293492 | 2006/10/30 | NOTICE | \$2 | 206 BLOOR STREET WEST LIMITED | 206 BLOOR STREET WEST LIMITED | C |
| AT1350354 | 2007/01/09 | NOTICE | \$2 | CITY OF TORONTO | | C |
| AT1891903 | 2008/09/10 | CHARGE | | *** DELETED AGAINST THIS PROPERTY *** 206 BLOOR STREET WEST LIMITED | ROYAL BANK OF CANADA | C |
| AT1893957 | 2008/09/12 | CHARGE | | *** DELETED AGAINST THIS PROPERTY *** 206 BLOOR STREET WEST LIMITED | LOWHARD GENERAL INSURANCE COMPANY OF CANADA | C |
| AT231743 | 2009/11/18 | NOTICE REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD | | CITY OF TORONTO | | C |
| AT2296458 | 2010/02/02 | TRANSFER EASEMENT | \$2 | 206 BLOOR STREET WEST LIMITED | ROGERS CABLE COMMUNICATIONS INC. | C |
| AT2326093 | 2010/03/12 | POSTPONEMENT | | *** DELETED AGAINST THIS PROPERTY *** ROYAL BANK OF CANADA | CITY OF TORONTO | C |
| | | REMARKS: AT1891903 POSTPONED TO AT231743 | | | | |

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

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CRET/ CHAD |
|-----------|------------|-----------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------|
| AT2326094 | 2010/03/12 | POSTPONEMENT | | *** DELETED AGAINST THIS PROPERTY *** LOMBARD GENERAL INSURANCE COMPANY OF CANADA | CITY OF TORONTO | C |
| | | REMARKS: AT1693957 POSTPONED TO AT2311743 | | | | |
| AT2641338 | 2011/03/14 | NOTICE | | EXHIBIT RESIDENCES INC. 206 BLOOR STREET WEST LIMITED 208 BLOOR STREET WEST INC. LAM, LUCY YIN HING | | C |
| | | REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD | | | | |
| AT2641339 | 2011/03/14 | NOTICE | | EXHIBIT RESIDENCES INC 208 BLOOR STREET WEST 206 BLOOR STREET WEST LIMITED LAM, LUCY YIN HING | | C |
| | | REMARKS: THIS NOTICE IS FOR AN INDETERMINATE PERIOD | | | | |
| AT2957014 | 2012/03/01 | APL CH NAME INST | | *** DELETED AGAINST THIS PROPERTY *** LOMBARD GENERAL INSURANCE COMPANY OF CANADA | NORTHBRIDGE GENERAL INSURANCE CORPORATION | C |
| | | REMARKS: AT1693957. | | | | |
| AT3038551 | 2012/06/06 | NOTICE | | CITY OF TORONTO | | C |
| TCT2254 | 2012/07/31 | STANDARD CONDO PLAN | | | | C |
| AT3089641 | 2012/07/31 | CONDO DECLARATION | | | | C |
| AT3100107 | 2012/08/14 | CONDO BYLAW/98 | | 206 BLOOR STREET WEST LIMITED | | C |
| | | REMARKS: BYLAW NO. 1 | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100115 | 2012/08/14 | CONDO BYLAW/98 | | | | C |
| | | REMARKS: BYLAW NO. 2 | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100138 | 2012/08/14 | CONDO BYLAW/98 | | | | C |
| AT3100145 | 2012/08/14 | CONDO BYLAW/98 | | | | C |
| AT3100165 | 2012/08/14 | CONDO BYLAW/98 | | | | C |
| AT3100186 | 2012/08/14 | CONDO BYLAW/98 | | | | C |

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REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 4

PREPARED FOR RSL1va01
ON 2016/03/11 AT 14:04:12

76254-0027 (LTY)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CHRT/ CHKD |
|-----------|------------|-----------------------------------------------------------|--------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|
| AT3100195 | 2012/08/14 | CONDO BYLAW/96 | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100299 | 2012/08/14 | NOTICE | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | 206 BLOOR STREET WEST LIMITED | C |
| AT3100362 | 2012/08/14 | NOTICE REMARKS: AT3030651 | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100391 | 2012/08/14 | NOTICE REMARKS: AT2641318 | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100412 | 2012/08/14 | NOTICE | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3100539 | 2012/08/14 | POSTPONEMENT REMARKS: AT1891957 POSTPONED TO AT3100299 | | *** DELETED AGAINST THIS PROPERTY *** LONBARD GENERAL INSURANCE COMPANY OF CANADA | 206 BLOOR STREET WEST LIMITED TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | C |
| AT3103876 | 2012/08/17 | POSTPONEMENT REMARKS: AT1891903 TO AT3100299 | | *** COMPLETELY DELETED *** ROYAL BANK OF CANADA | 206 BLOOR STREET WEST LIMITED TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | C |
| AT3180692 | 2012/11/21 | NOTICE REMARKS: SEC. 99 OP CONDOMINIUM ACT | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | 206 BLOOR STREET WEST LIMITED | C |
| AT3218546 | 2013/01/17 | CHARGE | | *** COMPLETELY DELETED *** 206 BLOOR STREET WEST LIMITED | UNITED OVERSEAS BANK LIMITED | |
| AT3218547 | 2013/01/17 | NO ASSGN RENT GEN REMARKS: AT3218546 | | *** COMPLETELY DELETED *** 206 BLOOR STREET WEST LIMITED | UNITED OVERSEAS BANK LIMITED | |
| AT3220773 | 2013/01/22 | DISCH OF CHARGE REMARKS: AT1893857. | | *** COMPLETELY DELETED *** NORTHERIDGE GENERAL INSURANCE CORPORATION | | |
| AT3220915 | 2013/01/22 | DISCH OF CHARGE REMARKS: AT1891903. | | *** COMPLETELY DELETED *** ROYAL BANK OF CANADA | | |
| AT3245803 | 2013/02/28 | NOTICE | | 206 BLOOR STREET WEST LIMITED | | C |

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76254-0027 (LT)

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| REG. NUM. | DATE | INSTRUMENT TYPE | AMOUNT | PARTIES FROM | PARTIES TO | CERT/CHKD |
|------------|------------|------------------------------------------------------------|-------------|-------------------------------------------------------------|--------------------------------|-----------|
| AT3245809 | 2013/02/28 | NOTICE | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT3529682 | 2014/02/28 | CHARGE | | *** COMPLETELY DELETED *** 206 BLOOR STREET WEST LIMITED | HOME TRUST COMPANY | |
| AT3529683 | 2014/02/28 | NO ASSGN RENT GEN | | *** COMPLETELY DELETED *** 206 BLOOR STREET WEST LIMITED | HOME TRUST COMPANY | |
| AT3535071 | 2014/03/11 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** UNITED OVERSEAS BANK LIMITED | | |
| | | REMARKS AT3218546. | | | | |
| AT3581991 | 2014/05/15 | CHARGE | \$5,000,000 | 206 BLOOR STREET WEST LIMITED | ROMSPEN INVESTMENT CORPORATION | C |
| AT3581992 | 2014/05/15 | NO ASSGN RENT GEN | | 206 BLOOR STREET WEST LIMITED | ROMSPEN INVESTMENT CORPORATION | C |
| | | REMARKS AT3581991. | | | | |
| AT3757704 | 2014/12/03 | NO CHNG ADDR CONDO | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| AT38852436 | 2015/04/08 | DISCH OF CHARGE | | *** COMPLETELY DELETED *** HOME TRUST COMPANY | | |
| | | REMARKS AT3529682. | | | | |
| AT3955078 | 2015/07/23 | CONCO AMENDMENT | | TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2254 | | C |
| | | REMARKS AT3069641, AMENDMENT TO DECLARATION (SECTION 107). | | | | |

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



M



This is ~~an~~ "M" returned to in the
absence of Linda Rosenberg
before me, this 28
day of November 2016

Jeffrey
A COMMISSIONER FOR TAKING AFFIDAVITS

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 1

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name | Incorporation Date | | |
|---------------------------|-------------------------------|----------------------|----------------|----------------|
| 2062663 | 206 BLOOR STREET WEST LIMITED | 2005/01/13 | | |
| | | Jurisdiction | | |
| | | ONTARIO | | |
| Corporation Type | Corporation Status | Former Jurisdiction | | |
| ONTARIO BUSINESS CORP. | ACTIVE | NOT APPLICABLE | | |
| Registered Office Address | Date Amalgamated | Amalgamation Ind. | | |
| 162 CUMBERLAND STREET | NOT APPLICABLE | NOT APPLICABLE | | |
| Suite # 300 | New Amal. Number | Notice Date | | |
| TORONTO | NOT APPLICABLE | NOT APPLICABLE | | |
| ONTARIO | | Letter Date | | |
| CANADA M5R 3N5 | | NOT APPLICABLE | | |
| Mailing Address | Revival Date | Continuation Date | | |
| 162 CUMBERLAND STREET | NOT APPLICABLE | NOT APPLICABLE | | |
| Suite # 200 | Transferred Out Date | Cancel/Inactive Date | | |
| TORONTO | NOT APPLICABLE | NOT APPLICABLE | | |
| ONTARIO | | EP Licence Eff.Date | | |
| CANADA M5R 3N5 | | EP Licence Term.Date | | |
| | | NOT APPLICABLE | | |
| | Number of Directors | Date Commenced | Date Ceased | |
| | Minimum | Maximum | in Ontario | in Ontario |
| | 00001 | 00010 | NOT APPLICABLE | NOT APPLICABLE |
| Activity Classification | | | | |
| NOT AVAILABLE | | | | |

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2062663

206 BLOOR STREET WEST LIMITED

Corporate Name History

Effective Date

206 BLOOR STREET WEST LIMITED

2005/01/13

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

YES - SEARCH REQUIRED FOR DETAILS

Administrator:

Name (Individual / Corporation)

Address

SHELDON

1 CHADWICK AVENUE

ESBIN

TORONTO
ONTARIO
CANADA M5P 1Z7

Date Began

First Director

2011/03/25

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 3

CORPORATION PROFILE REPORT

| | |
|---------------------|-------------------------------|
| Ontario Corp Number | Corporation Name |
| 2062663 | 206 BLOOR STREET WEST LIMITED |

| | |
|---------------------------------------------------|---------------------------------------------------------------|
| Administrator: Name (Individual / Corporation) | Address |
| SHELDON ESBIN | 1 CHADWICK AVENUE TORONTO ONTARIO CANADA M5P 1Z7 |

| | | |
|-------------|----------------|-------------------|
| Date Began | First Director | |
| 2011/03/25 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | VICE-PRESIDENT | Y |

| | |
|---------------------------------------------------|----------------------------------------------------------------|
| Administrator: Name (Individual / Corporation) | Address |
| ROSS LYNDON | 8 ALBEMARLE AVENUE TORONTO ONTARIO CANADA M4K 1H7 |

| | | |
|-------------|-----------------|-------------------|
| Date Began | First Director | |
| 2011/03/25 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | GENERAL MANAGER | |

Request ID: 019378780
Transaction ID: 52201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 4

CORPORATION PROFILE REPORT

| | |
|---------------------|-------------------------------|
| Ontario Corp Number | Corporation Name |
| 2062663 | 206 BLOOR STREET WEST LIMITED |

Administrator:
Name (Individual / Corporation)

CHARLES
MOON

Address

162 CUMBERLAND STREET
Suite # 200
TORONTO
ONTARIO
CANADA M5R 3N5

Date Began
2005/02/03

First Director
NOT APPLICABLE

Designation
DIRECTOR

Officer Type
Resident Canadian
Y

Administrator:
Name (Individual / Corporation)

CHARLES
MOON

Address

162 CUMBERLAND STREET
Suite # 200
TORONTO
ONTARIO
CANADA M5R 3N5

Date Began
2010/07/22

First Director
NOT APPLICABLE

Designation
OFFICER

Officer Type
Resident Canadian
PRESIDENT
Y

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 5

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|-------------------------------|
| 2062663 | 206 BLOOR STREET WEST LIMITED |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|-------------------------------------------------------------|
| ARTHUR RESNICK | 47 DENLOW BLVD. TORONTO ONTARIO CANADA M3B 1P6 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2011/03/25 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| DIRECTOR | | Y |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|-------------------------------------------------------------|
| ARTHUR RESNICK | 47 DENLOW BLVD. TORONTO ONTARIO CANADA M3B 1P6 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2011/03/25 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | VICE-PRESIDENT | Y |

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 6

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|-------------------------------|
| 2062663 | 206 BLOOR STREET WEST LIMITED |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|------------------------------------------------------------------------------|
| WESLEY ROITMAN | 162 CUMBERLAND STREET Suite # 300 TORONTO ONTARIO CANADA M5R 3N5 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2009/12/17 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| DIRECTOR | | Y |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|------------------------------------------------------------------------------|
| WESLEY ROITMAN | 162 CUMBERLAND STREET Suite # 300 TORONTO ONTARIO CANADA M5R 3N5 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2009/12/17 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | PRESIDENT | Y |

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 7

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|-------------------------------|
| 2062663 | 206 BLOOR STREET WEST LIMITED |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|-------------------------------------------------------------------|
| WESLEY ROITMAN | 141 HEATH STREET EAST TORONTO ONTARIO CANADA M4T 1S6 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2010/07/22 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| DIRECTOR | | Y |

| Administrator: Name (Individual / Corporation) | Address |
|---------------------------------------------------|-------------------------------------------------------------------|
| WESLEY ROITMAN | 141 HEATH STREET EAST TORONTO ONTARIO CANADA M4T 1S6 |

| Date Began | First Director | Resident Canadian |
|-------------|----------------|-------------------|
| 2010/07/22 | NOT APPLICABLE | |
| Designation | Officer Type | Resident Canadian |
| OFFICER | SECRETARY | Y |

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 8

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2062663

206 BLOOR STREET WEST LIMITED

Administrator:
Name (Individual / Corporation)

Address

WESLEY
ROITMAN

141 HEATH STREET EAST

TORONTO
ONTARIO
CANADA M4T 1S6

Date Began

First Director

2011/03/25

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Request ID: 019378780
Transaction ID: 62201314
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/09/15
Time Report Produced: 10:54:18
Page: 9

CORPORATION PROFILE REPORT

| Ontario Corp Number | Corporation Name |
|---------------------|-------------------------------|
| 2062663 | 206 BLOOR STREET WEST LIMITED |

| Last Document Recorded | | Form | Date |
|------------------------|--------------------|------|--------------------------------|
| Act/Code | Description | | |
| CIA | ANNUAL RETURN 2015 | 1C | 2015/09/26 (ELECTRONIC FILING) |

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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